Missouri Arts Council
The State of the Arts

GRANT AGREEMENT OVER $5,000

Grant Number: 2024-4345

This Grant Agreement, entered into this 1st day of July, 2023, between the MISSOURI STATE COUNCIL ON THE ARTS, an agency of the State of Missouri, (the "Council"), and City of Columbia (Parks and Recreation Department), (the "Grantee").

WHEREAS, pursuant to Section 185.050, RSMo, the Council may award grants to organizations to stimulate the growth, development, and appreciation of the arts in Missouri.

WHEREAS, Grantee has submitted its proposal online to the Council for a project entitled "**2023-2024 Festivals Program,**" (the "Project"); and

WHEREAS, the Council has authorized funds to be reserved, on a matching basis, in an amount stated in Section 3 of this Grant Agreement for the performance of the Project.

NOW, THEREFORE, the Council and Grantee do mutually agree as follows:

1. Grantee agrees, for the consideration hereinafter set forth, to provide the necessary personnel, facilities, supplies, equipment, and related resources and skills to perform and accomplish the Project in accordance with the Project Proposal.
2. Grantee shall perform all work necessary to complete the Project between the date of this Agreement and June 30, 2024 (the "Project Period") and in accordance with the schedule contained in the Project Proposal.
3. The Council agrees to provide partial funding for the Project, up to a maximum of **$14,938,** conditioned upon the terms of this Grant Agreement, including, but not limited to, the following:
    a. The successful completion of the Project in accordance with the Project Proposal;
    b. Unless otherwise approved in the Project budget, the Council's grant funds shall not exceed fifty percent (50%) of the total cost of the Project; and
    c. Grantee understands and agrees that the grant amount set forth herein may be reduced unilaterally by the Council and 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. Grantee 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. Grantee agrees that funding provided by this Grant Agreement shall not be used to pay for any current or future debts or deficits of the Grantee.
5. Grantee agrees that it will acknowledge the public support of their project by displaying the MAC logo and the following credit line where feasible, in a prominent location and size:"**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

projections, electronic media, posters, credits, public announcements, and press releases.

6. Grantee agrees that any variance in the total Project costs exceeding ten percent (10%) of the approved Project budget contained in the Project Proposal must be approved by the Council.
7. Grantee agrees that the State of Missouri's execution of this Grant Agreement is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) identified and/or described in the Project Proposal. Therefore, the Grantee agrees that no substitution of such specific individual(s) and/or personnel qualification(s) shall be made without the prior approval of the Council, which approval shall not be unreasonably withheld.
8. Grantee agrees to notify the Council in writing if, for any reason, the Grantee cannot perform all or part of the Project and therefore may be required to release all or a portion of the Council funding for the Project.
9. Grantee agrees that the Council may withhold payment of the funds awarded under this Grant Agreement until the Grantee has satisfied all requirements of this Grant Agreement and Grant Agreements previously entered into between this Grantee and the Council.
10. Grantee agrees that it will conform with the following conditions, if applicable:
    a. No Missouri Arts Council funds may be used for food and drink.
11. Grantee agrees that any changes in the approved Project Proposal, including, but not limited to, Project description, personnel, or schedule must be approved by the Council prior to the time the Project occurs.
12. The Council agrees to pay the Grantee funds up to the amount stated in Section 3 of this Grant Agreement upon receipt of a duly executed invoice(s) evidencing Project costs incurred in accordance with the Project Proposal.
13. Grantee agrees to invoice the Council for reimbursable Project costs as soon as the Grantee has completed the following:
    a. Spent the money for the approved Council-funded project between July 1, 2023 and June 30, 2024.
    b. Spent the matching funds. Most Council awards must be matched with cash.
    c. Ensure the signed Grant Agreement is on file with the Council.
    d. For tax-exempt, nonprofit organizations: Be in good standing with the Missouri Secretary of State with current filings AND maintain tax-exempt status with the IRS with current Annual Returns (Form 990-N, 990EZ, or 990).
    e. Ensure the completed E-Verify documentation is on file with the Council.

    Invoice the Council for reimbursable Project costs no later than thirty (30) days after completion of the Project, or by the third Monday in May 2024, whichever occurs first.
14. Grantee agrees that Council and governmental auditors and representatives shall have access to any and all of the Grantee's books, documents, papers, memoranda, and other records for the purpose of audit or examination of any information submitted to the Council, or contained in the Project Proposal, and/or the receipts and disbursements of the funds made available to Grantee from any source under this Grant. Grantee 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 Grantee. The Grantee agrees that it will maintain adequate records to substantiate all information reported for a period of no less than three (3) years from the end of the Project Period.
15. Grantee agrees that all funds received from the Council and expended by the Grantee under this Grant Agreement shall be held and used by the Grantee for the sole purpose of accomplishing the Project, and none of the funds so held or received shall be diverted to any other use or purpose.
16. Grantee agrees to abide by and comply with all applicable regulations and policies of the Council, as well as all other applicable state and federal laws, regulations, and executive orders. This Grant Agreement shall be construed in accordance with the laws of the State of Missouri. In any action between the parties

arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each party irrevocably and unconditionally consents and submits to the exclusive jurisdiction of (i) the state courts located in Cole County Missouri and, if jurisdiction is established, (ii) the United States District Court for the Western District of Missouri.

17. Grantee agrees that it will furnish a completed Final Report to the Council, as described in the Council Grant Requirements, no later than thirty (30) days after the completion of the Project, or by July 22, 2024, whichever occurs first.
18. Grantee 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.
19. Grantee agrees to furnish a written notice to any labor union with which Grantee has a bargaining or other agreement, stating that Grantee does not discriminate in his employment practices on the basis of the categories stated in Section 18 of this Grant Agreement.
20. Grantee agrees to state, in all solicitations and advertisements for employees placed by or on behalf of Grantee, that all qualified applicants shall receive consideration for employment without regard to race, color, religion, creed, national origin, sex, sexual orientation, age, or veteran or disability status.
21. Grantee agrees to include the provisions of Section 18, 19, and 20 of this Grant Agreement in every subgrant entered into by the Grantee for the purpose of completing the Project as outlined in this Grant, such that these provisions as included in the subgrant will be binding upon the subgrantee.
22. Grantee 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.
23. Grantee understands that, pursuant to Section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under Sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates Section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of Section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
24. Grantee understands that, pursuant to Section 285.530.5, RSMo, a Grantee or sub-grantee of any tier shall not be liable under Sections 285.525 to 285.550 when such Grantee or sub-grantee contracts with its direct sub-grantee who violates Section 285.530.1, if the contract binding the Grantee and sub-grantee affirmatively states that the direct sub-grantee is not knowingly in violation of Section 285.530.1 and shall not henceforth be in such violation and the Grantee or sub-grantee receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct sub-grantee's employees are lawfully present in the United States.
25. Grantee understands that if it is found to have employed an unauthorized alien, Grantee may be subject to penalties pursuant to Sections 285.025 and 285.535, RSMo.
26. Grantee hereby agrees that, upon request, it will grant access to the Grantee's property and furnish copies of any records that may be necessary for the administration of this Project or to assess compliance with any other statute, rule, or requirement.
27. Grantee shall enroll and participate in a federal work authorization program (E-Verify) as defined in Section 285.525(6), RSMo. The Grantee shall verify the employment eligibility of every employee in the Grantee's hire whose employment commences after the Grantee enrolls in a federal work authorization program. The Grantee will maintain and, upon request, provide documentation demonstrating the Grantee's

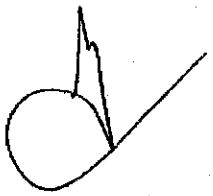
participation in a federal work authorization program with respect to employees working in connection with the activities that qualify the Grantee for this Grant.

28. Grantee agrees that if it fails to comply with any of the terms and conditions of this Grant Agreement, such failure shall entitle the Council to a recapture of any Grant funds previously distributed by the Council to the Grantee. It shall be the sole discretion of the Council to determine whether the Grantee has failed to comply with the Grant Agreement and the amount of funds that shall be repaid.
29. Grantee agrees to furnish the Council with: (1) the Certification attached hereto, signed; and (2) a copy of a fully-executed E-Verify Program for Employment Verification Memorandum of Understanding between Grantee and the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and Social Security Administration. Grantee that has received over $5,000 in funding in a previous fiscal year agrees to furnish only (1) the Certification.
30. The parties mutually agree that either party may terminate this Grant without penalty by giving thirty (30) days advance written notice to the other party. Grantee 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 Grantee to return any Grant funds distributed to the Grantee prior to termination which were not used for Project purposes.
31. This Grant may not be assigned by Grantee without the prior written approval of the Council.

Missouri Arts Council
The State of the Arts

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

Signatures:



GRANTEE'S AUTHORIZING SIGNATURE*

De'Carlon Seewood

GRANTEE'S AUTHORIZING OFFICIALS NAME*

City Manager

GRANTEE'S AUTHORIZING OFFICIALS TITLE*

DATE*

EXECUTIVE DIRECTOR, MISSOURI STATE COUNCIL ON THE ARTS

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:

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 22005575-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor for the initial term.

By: _____

Matthew Lue, Finance Director

STATE OF MISSOURI
MISSOURI ARTS COUNCIL
CERTIFICATION

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

- I certify that I am an authorized representative of the Grantee and as such am authorized to make the statement of affirmation contained herein.
- I certify that the Grantee does NOT knowingly employ any person who is an unauthorized alien and that the applicant has complied 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.
- I certify that the Grantee is enrolled and will participate in a federal work authorization program as defined in Section 285.525(6), RSMo, with respect to employees working in connection with the activities that qualify applicant for this program. I certify that the Grantee will maintain and, upon request, provide documentation demonstrating applicant's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify applicant for this program.
- I understand that, pursuant to section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- I understand that, pursuant to section 285.530.5, RSMo, a grantee or sub-grantee of any tier shall not be liable under sections 285.525 to 285.550 when such grantee or sub-grantee contracts with its direct sub-grantee who violates section 285.530.1, if the contract binding the grantee and sub-grantee affirmatively states that the direct sub-grantee is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation and the grantee or sub-grantee receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct sub-grantee's employees are lawfully present in the United States.
- I understand that if the Grantee is found to have employed an unauthorized alien, the Grantee may be subject to penalties pursuant to Sections 135.815, 285.025, and 285.535, RSMo.
- I hereby agree to allow access to the property and applicable records as may be necessary for the administration of this program or to determine compliance with any statute, rule or other requirement.
- I certify that Grantee has enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contracts(s) with the State of Missouri.
- I certify that Grantee has provided documentation to the Missouri State Council on the Arts, an agency of the State of Missouri, that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation previously provided includes the E-Verify Memorandum of Understanding (MOU) listing the Grantee's name and the MOU Signature page completed and signed by the Grantee and the Department of Homeland Security-Verification Division.
- I certify under penalties of perjury that the above statements and information contained in the application and attachments are complete, true, and correct to the best of my knowledge and belief.

Authorizing Official Name (Type)
GABE HUFFINGTON

Authorizing Official Title
PARKS AND RECREATION DIRECTOR

Organization (Legal Name)
CITY OF COLUMBIA

Date
9/20/23

MAC Grant Number(s)
2024-4345