

JUNETEENTH COMMUNITY EVENT SPONSORSHIP 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 **State Where Grant Recipient Organized** (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 Missouri General Assembly provided the Missouri Department of Economic Development with an appropriation to support Juneteenth community celebrations in the month of June, 2024;

WHEREAS, City received a grant from the Missouri Department of Economic Development, Division of Tourism for use of funding pursuant to this appropriation for community Juneteenth celebrations in Columbia;

WHEREAS, Grant Recipient has submitted its application for funding to the City for Grant Recipient's June 2024 Juneteenth event; and

WHEREAS, City desires to provide funding to support Grant Recipient's planned Juneteenth community celebration.

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. Amount of Sponsorship Funding and Payment Schedule.
 - a. Contingent upon the City's receipt of state funding and Grant Recipient's compliance with the funding requirements and the terms set forth herein, City agrees to provide Grant Recipient funding for its 2024 Juneteenth celebration in an amount not to exceed _____ dollars (\$_____).
 - b. Contingent upon Grant Recipient's compliance with the terms set forth herein and with Grantee Recipient's expenditures consistent with the Approved Budget, the funds shall be disbursed according to the disbursement schedule contained in Exhibit D. Any expenditures of grant funds in violation of the approved program budget or any term of this Agreement shall be a material breach of this Agreement.
2. Grant Funding Requirements.
 - a. Grant Recipient must comply with all grant funding requirements set forth herein and in the Grant Agreement between the City of Columbia and the Missouri Department of Economic Development, Division of Tourism, which is attached as Exhibit A. 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, in violation of the grant agreement set forth in Exhibit A, or in violation of this Agreement. Should the Event be cancelled, Grant Recipient shall, within thirty (30) days, refund to the City all money paid by the City.

- b. Grant Recipient's Juneteenth event must occur in the month of June, 2024.
- c. Grant Recipient's Juneteenth event must celebrate and commemorate the emancipation of black slaves in the United States. Grant Recipient's event is described in Exhibit B.
- d. Eligible Expenses are limited to those expressly authorized by this Agreement and that are paid or incurred on or after the Effective Date. Eligible Expenses are limited to the types of expenses set forth in Section 5 of Exhibit A, in accordance with the approved budget set forth in Exhibit C. Grant Recipient further agrees to submit timely the information and forms necessary to authorize its receipt of any such payment.
- e. Any expenditures in violation of the grant requirements and/or approved budget shall be repaid to City no later than June 15, 2024.
- f. Grant Recipient understands and agrees that, on June 30, 2024, any repaid or otherwise remaining balance of Sponsorship funds shall revert to the City for repayment to the State of Missouri.
- g. Grant Recipient must remain in good standing with the Missouri Secretary of State, as applicable.
- h. Grant Recipient must comply with all applicable laws in connection with expending Sponsorship Funds, including but not limited to Chapter 610 RSMo, 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, veteran or disability status, or any other legally protected category.
- i. Grant Recipient must comply with its own protocol and policies regarding the procurement of goods and services existing on the date of this Agreement and as would generally apply to activities such as the purpose of the Legislation as noted herein, and agrees not to expend Sponsorship funds in any manner that could reasonably be expected to insure to the benefit of a related person, as defined by the Internal Revenue Code Section 267(b).
- j. Employment of Unauthorized Aliens Prohibited. If the grant funding amount set is in excess of five thousand dollars, Grant Recipient must 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, 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

Juneteenth celebration. 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.

- k. Grant Recipient's negligent or intentional provision to the City or State in any communication or document in connection with the Sponsorship Funds, of any document or information that is untrue, including by omission, in any material respect at the time of such provision, shall constitute a default of this Agreement, in which case the City or State may require Grant Recipient to forfeit and repay Sponsorship Funds disbursed to Grant Recipient in whole or in part.
 - l. Grant Recipient agrees that it will make no material changes in the approved Event unless such changes are approved in writing by City prior to the Event.
 - m. Recognition of Funders. Grant Recipient shall acknowledge the State of Missouri Division of Tourism and the City of Columbia in providing funding for the Juneteenth event.
 - n. Grant Recipient shall comply with any additional requirements set forth in Exhibit D.
3. Term. The "Term" of this Agreement shall commence on the Effective Date and shall continue until August 30, 2024.
4. Termination.
- 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 seven days written notice, either Party may terminate this Agreement for convenience.
 - c. By Default. Either Party may terminate this Agreement in accordance with Section 5.
 - d. Termination due to unavailability of funds. Grant Recipient understands and agrees that the funding may be reduced unilaterally by the State of Missouri or the City of Columbia due to the unavailability of funds or reduced appropriation authority, including, but not limited to, withholdings made pursuant to the Missouri Constitution, Article IV, Section 27. Grant Recipient further understands and agrees that neither the City nor the State of Missouri shall be liable for any costs associated with termination caused by lack of funds, insufficient appropriations, and/or withholdings.

5. Termination for Default
 - a. Events of Default. A Party shall be considered in Default of this Agreement upon: (1) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement; (2) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator; (3) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement; (4) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.
 - b. Termination upon Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.
 - c. If City terminates the Agreement due to default by Grant Recipient, City may require Grant Recipient to repay any Sponsorship Funds disbursed to Grant Recipient prior to termination.
6. Rights to Access and Audit. Grant Recipient shall maintain adequate records, to include procurement solicitations and responses, contracts, invoices, receipts, and proof of payment for goods and services provided, to substantiate all expenditures related to this Agreement for a period of no less than five years after the Agreement expires. Grant Recipient must provide City and State representatives with access to all records and documents for purposes of inspection and audit. Representatives from the City or the State of Missouri may require Grant Recipient, upon Grant Recipient's failure to provide for inspection and duplication within a reasonable time specified, any document expressly identified in this Agreement following a request by governmental auditors or representatives of either the State or the City, to forfeit and repay the funds in whole or in part. This clause shall survive termination of the Agreement.
7. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Grant Recipient shall indemnify and hold harmless the State of Missouri, the City of Columbia, their 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 State of Missouri or the City of Columbia from their own negligence. This clause shall survive termination of this Agreement.

8. 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.
9. 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.
10. Required Provisions Deemed Inserted. Each and every provision of law and clause required by law and/or the grant agreement to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.
11. 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 between the City and Grant Recipient, shall be in Boone County, Missouri, or the United States Western District of Missouri. If the State of Missouri is a party to the litigation, the parties further agree that venue shall be in Cole County, 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.

12. General Laws. Grant Recipient shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
13. Americans with Disabilities Act. Grant Recipient must 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 for its Juneteenth event 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 it and the completed Event complied with the Americans with Disabilities Act and 28 CFR Part 35.
14. Conflicts. No salaried officer, member or employee of Grant Recipient shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders this Agreement void. Grant Recipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement.
15. 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.
16. 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
Convention and Visitors Bureau
P.O. Box 6015
Columbia, MO 65205-6015
Attn: Director

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.

17. Duplicate Sources Of Funding: Grant Recipient certifies that the expenditure of grant funding is essential to the Grant Recipient's Juneteenth event and the provision of the services covered by this Agreement. Grant Recipient is expected, to the greatest extent possible, to maximize funding from all other sources for the event and services covered under this Agreement. Grant Recipient shall, upon request, furnish to the City information about other sources of funding, including, but not limited to purchase of service agreements, for the event and services covered under this Agreement. Grant Recipient certifies that funds provided by the City under this Agreement shall not be a duplication of reimbursement from any other source of funding for the event or services covered by this Agreement. City reserves the right, upon reasonable notice to Grant Recipient, to perform an audit of payments received and funds expended by Grant Recipient from all sources to verify compliance with this provision.
18. 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.
19. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	State of Missouri and City of Columbia Grant Agreement
B	Event Details
C	Approved Budget and Disbursement Schedule
D	Additional Requirements

Any ambiguity shall be resolved in a manner which allows the Parties to comply with laws and grant requirements. In the event of a conflict between this Agreement and Exhibit A, the terms of Exhibit A control. In the event of a conflict between the terms of exhibits B-D and the terms of this Agreement, the terms of this Agreement controls.

20. 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 funding for Grant Recipient's Juneteenth Event 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

Date: _____

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 _____, 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:

Exhibit A
State of Missouri and City of Columbia Grant Agreement

Exhibit B
Event Details

Exhibit C
Approved Budget and Disbursement Schedule

Approved Budget

<u>Budget Categories</u>	<u>Approved Amounts</u>
Venue Rental or Usage Fees	
Event Marketing and Advertising	
Live Entertainment	
Security	
Event Staging and Clean-up	
Food and Non-Alcoholic Beverages	
Rental fees for Audio and visual equipment	
Audio and Visual services fees (photographers/videographers)	
Miscellaneous other expenses reasonably associated with the Event	
<hr/>	
Total	\$

Disbursement Schedule

Exhibit D
Additional Requirements