



CITY of NOVI CITY COUNCIL

Agenda Item F
November 23, 2015

SUBJECT: Approval of the grant acceptance from Michigan Council of Art and Cultural Affairs in the amount of \$3,949, requiring a city match of \$3,949, and to amend the budget.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services

CITY MANAGER APPROVAL: 

EXPENDITURE REQUIRED	\$3,949
AMOUNT BUDGETED	\$-0-
APPROPRIATION REQUIRED	\$3,949
LINE ITEM NUMBER	208-693.00-960.647

BACKGROUND INFORMATION:

Parks, Recreation and Cultural Services (PRCS) offers a Public Sculpture exhibit on the Civic Center Campus and Fuerst Park featuring a unique blend of nature and art. The exhibit was installed in May 2010 in response to the 2009 survey results, which indicated citizen's desire for arts programming. Currently, the seven piece exhibit houses five sculptures at Fuerst Park, and an additional two at the entrances to the Civic Center, of which one piece is permanent. The sculpture exhibit is funded by PRCS with an annual allotted budget. The goal of the exhibit is to rotate new sculptures into place each year to bring fresh artwork to Novi community members. However, funding for this initiative and response from artists interested in displaying their work has been limited.

Recently, PRCS applied for a grant from the Michigan Council of Art and Cultural Affairs (MCACA) in order to provide additional funding allowing enhancements to the exhibit. The MCACA Project Support Grant will enable PRCS to renew and revitalize Novi's Public Sculpture exhibit. The grant will allow PRCS to rotate the existing sculptures with new ones, fill art pads, create a professional brochure marketing template that can be updated and reused each year, place artwork signs for each sculpture to ensure the artists have proper recognition, and increase artist stipends to a compensation level in line with the area competition.

PRCS received notification that it has been awarded the MCACA grant in the amount of \$3,949 and requires a matching fund of \$3,949.

RECOMMENDED ACTION: Approval of the grant acceptance from Michigan Council of Art and Cultural Affairs in the amount of \$3,949, requiring a city match of \$3,949, and to amend the budget.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

GRANT AGREEMENT FOR ARTS SERVICES

Control # : 16OP3224PS

The MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS, (the 'Council') and City of Novi, (the 'Grantee') enter this Grant Agreement for Arts Services ('Grant Agreement') on October 7, 2015 and mutually agree as follows:

1. **Authority**

This Grant Agreement is executed under authority of Sec. 11(6) of the History, Arts and Libraries Act, 2001 PA 63, MCL 399.711; Sec. 1035 of 2015 PA 84; and 20 USC 954(g).

2. **Grant Agreement Period**

The period of this Grant Agreement shall be from October 1, 2015 and extend to September 30, 2016, unless prior termination is effectuated by the Council pursuant to Section 7.

3. **Project(s) Funded**

Beginning on October 1, 2015, Grantee shall:

Support the rotation and placement of sculptures on all available pads, the creation of a professional marketing and informational brochure that can be updated each year, the creation of artwork signs for each sculpture, and increased artist stipends, as more specifically set forth in the grant application or revised 'grantee information form', which is incorporated herein and made part of this Grant Agreement by reference.

Of the amount provided herein, \$420 are federal funds provided to the Council by the National Endowment for the Arts.

All grantees or subgrantees must comply with all Federal laws, rules, regulations and OMB circulars that apply to Arts Endowment organizational award recipients, as well as, the General Terms and Conditions for Grants and Cooperative Agreements to Organizations.

Grantee shall comply with all financial and other requirements as outlined in the 2016 MCACA Grant Program Guidelines, which are incorporated herein and are made part of this Grant Agreement by reference.

Grantee understands and agrees that:

- (a) Artistic excellence and artistic merit are criteria by which applications are judged, taking into consideration general standards of decency and respect for the diverse beliefs and values of the people of Michigan.
- (b) Obscenity is without artistic merit, is not protected speech, and will not be funded by a grant awarded by the Council and supported with State appropriations.

Grantee understands that the Council shall withhold undistributed grant payments from Grantee if Grantee violates any of the requirements for funding listed in the preceding paragraph, and further, that if Grantee violates any of the requirements, Grantee may be disqualified from awards of future grants for a period of up to three years. Additionally, the Council may demand full repayment of distributed grant proceeds in such event.

4. **Category Specification**

The Grantee is eligible for this grant in the Operational/Project Program category.

5. **Terms and Conditions of Payment**

The Council shall pay the Grantee an amount not to exceed \$3,949 on the following dates and in the following amounts, subject to the Grantee's compliance with this Grant Agreement. The Council, in its sole discretion, shall determine whether the Grantee has fulfilled all Grant Agreement terms and conditions. If the Council determines that the Grantee has failed to comply with any term or condition, the Grantee shall not be entitled to any payment listed below:

Amount:	Date:	Stipulation:
\$2,400.00	12/18/2015	Upon processing of signed agreement and copies of Governor and Legislative notification
\$1,000.00	7/15/2016	
\$549.00	12/16/2016	Upon council approval of final report due 10/31/2016

The Grantee shall meet the above listed conditions at least 30 days prior to the indicated payment date, so that the Council will have adequate time to process scheduled payments. Failure to comply with any deadlines will delay payment or may cause termination of this Grant Agreement pursuant to Section 7. In the event this Grant Agreement needs to be approved by the State Administrative Board or OFM, it shall be contingent upon such approval and no grant payments shall be made until this contingency is satisfied. Further, Grantee acknowledges that Council's performance of its payment obligation is dependent upon the continued receipt of government funding. In the event that the State Legislature or any State official, commission, authority, body, or employee, or the federal government (a) takes any legislative or administrative action, which fails to provide, terminates or reduces the funding necessary for this Grant Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for this Grant Agreement, but which affects the Council's ability to fund and administer this Grant Agreement, and other Council programs, then the Council may terminate this Grant Agreement by providing notice to the Grantee of termination.

The payment amounts set forth in this section shall, at a minimum, be matched on a dollar-for-dollar basis from local and/or private sources. The match may include the reasonable value of services, materials, and equipment as allowed under the Federal Internal Revenue Code for charitable contributions, subject also to the pre-approval of such a match by the Council.

No member of the State Legislature or any individual employed by the State may share in the awarded grant or any benefit that arises from the grant.

6. **Redistribution Prohibition**

The Grantee may not redistribute any grant awarded under this Grant Agreement or the matching funds which conferred eligibility for the grant to any other entity, unless specifically provided for in this Grant Agreement.

7. **Termination of Grant Agreement**

The Council may terminate this Grant Agreement for any reason by giving 5 days written notice to the Grantee. Upon termination, the Council shall have no further obligation to make the payments described in Section 5.

8. **Grantee's Liability**

The Grantee will furnish and maintain during the term of this Grant Agreement public liability, property damage, and workers' compensation insurance insuring, as they may appear, the interests of the parties to this Grant Agreement. The Grantee is responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities and comply with all national, state, and municipal laws, ordinances, and regulations as may be required in connection with the performance of this Grant Agreement.

9. **Limitation of Liability**

The State of Michigan, the Michigan Strategic Fund and the Council, and their organizational units, officers, agents, and employees shall not be liable to the Grantee, nor to any individuals or entity with whom the Grantee contracts, for any direct, indirect, incidental, consequential or other damages incurred as a result of activities, actions or inactions on the part of the Grantee for services rendered pursuant to this Grant Agreement resulting in litigation; from the Council's decision not to make payment to the Grantee pursuant to Section 5; or from termination of this Grant Agreement pursuant to Section 7. Any liability resulting from activities engaged in by the Grantee, or its subgrantee, shall be the sole responsibility of the Grantee to the extent allowed by law. Grantee agrees to indemnify and hold the State of Michigan, the Michigan Strategic Fund, the Council, and their organizational units, officers, agents, and employees harmless in the event of any judgement incurred as a result of the activities described in this section.

10. **Third Party Beneficiary**

This Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary of this Grant Agreement or to confer on a third party any rights or obligations enforceable in their favor.

11. Support Credit

The Grantee shall prominently display the Council's name and logo in printed materials associated with the grant and include support credit in each broadcast promotion as follows:

'This activity is supported in part by an award from the MICHIGAN COUNCIL FOR ARTS AND CULTURAL AFFAIRS and the NATIONAL ENDOWMENT FOR THE ARTS'

When no printed material is used, verbal acknowledgment shall be given prior to or at the beginning of each presentation. The Grantee shall transmit copies of printing, photographs, advertising and program materials prepared for this activity to the Council.

12. Accounting and Administrative Requirements

The Grantee shall maintain appropriate documents, journals, ledgers, and statements in accordance with generally accepted accounting practices, retain these records for a period of not less than 3 years from the date of completion of the final report prepared pursuant to Section 15, and make these documents available for examination and audit by appropriate agents of the State and/or Federal Government. Grantee shall comply with the applicable administrative requirements for grants-in-aid and use cost accounting principles which comply with Federal requirements as set forth in 2 CFR Chapter I, Chapter II part 200 Uniform Administrative Requirements, Cost, Principals, and Edit Requirements for Federal Awards.

13. Equal Opportunity

Grantee certifies compliance with Executive Order 79-4, the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 372.101 et seq., and all other pertinent federal, state and local fair employment practices and equal opportunity laws. The Grantee covenants not to discriminate against any employee or applicant for employment, to be employed when services under this Grant agreement are undertaken, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, on the grounds of race, color, religion, national origin, age, sex or disability, or to exclude any person from participation in, deny any person the benefits of, or discriminate any person due to the above-listed grounds with respect to any program or activity funded in whole or part under this Grant Agreement. The Grantee agrees to include the aforementioned covenant in every contract or subgrant entered into by the Grantee to effectuate this Grant Agreement. Grantee certifies that the Grantee has an established policy to provide equal opportunity to participate in and benefit from all programs, activities and services and equal employment opportunities; and agrees to state in all promotional materials, advertisements, and recruiting materials its equal opportunity policies.

14. Fair Labor Standards

All professional performers and related or supporting professionals employed on projects or in productions which are financed in whole or in part under this Grant Agreement will be paid, without deduction or rebate on any account, not less than the minimum compensation determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities. Furthermore, no part of any project or production which is financed in whole or in part under this Grant Agreement will be implemented under working conditions which are unsanitary, hazardous or evidence of compliance. The Council may terminate this Grant Agreement if the name of the Grantee or any contractor, manufacturer or supplier of the Grantee appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to the State Contracts with Certain Employers Prohibited Act, 1980 PA 278, MCL 423.321 et seq., or Grantee fails to comply with subpart C of 2 CFR IEO, as adopted by the Arts Endowment in 2 CFR 32.3254.

15. Reports

The Grantee shall furnish the following report or reports to the Council:

- (a) A final report covering the grant period, which is due within 30 days after the end of the grant period. The final report shall indicate at least the following:
 - (i) Project revenues and expenditures, including grant matching fund amounts;
 - (ii) Number of individuals attending or benefiting during the grant period; and
 - (iii) A narrative summary of the project and its outcome.

Failure to submit the above-described reports in a timely manner may void Grantee's claim to funds under this Grant Agreement.

16. **Reviews and Evaluations**

In order to provide members of the Council, appropriate Council evaluators and staff an opportunity to appraise the nature and caliber of activities supported by Council funds, Grantee agrees to admit those individuals to activities without charge and to cooperate with in-depth reviews and evaluations as may be required.

17. **Other Certifications**

The Grantee certifies, by signature to this Grant Agreement, that neither he/she/it nor any principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the grant by any federal department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach to this Grant Agreement an explanation of the reason.

18. **Governance**

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents and representations between the Council and the Grantee, whether expressed, implied, oral or otherwise. This Grant Agreement constitutes the entire agreement between the parties and may not be amended, except by written instrument executed by both parties prior to the termination date set forth in Section 2. No party to this Grant Agreement may assign this Grant Agreement or any of his/her/its rights, interest or obligations hereunder without prior consent of the other party. The Grantee agrees to inform the Council in writing immediately of any proposed changes of dates, budget or services indicated in this Grant Agreement, as well as changes of address or personnel affecting this Grant Agreement. Changes in dates, budget or services are subject to the Council's approval. If any provision of this Grant Agreement is deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

19. **Compliance with Laws**

The Grantee shall otherwise be in compliance at all times with all applicable federal laws, regulations, rules and orders including, but not limited to Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq.; Executive Order 13166; Title IX of the Education Amendments of 1972, 20 USC 1681 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 USC 701 et seq.; the Age Discrimination Act of 1975, 42 USC 6101 et seq.; the National Environmental Policy Act (NEPA) of 1969, 42 USC 4321 et seq.; the National Historic Preservation Act (NHPA) of 1966, 16 USC 470 et seq.; the Drug Free Workplace Act of 1988, 41 USC 701 et seq.; Lobbying restrictions, 18 USC 1913, 2 CFR 200.450, and 31 USC 1352; Davis-Bacon and Related Acts; the Native American Graves Protection and Repatriation Act of 1990, 25 USC 3001 et seq.; the U.S. Constitution Education Program, P.L. 108-447, Division J, Sec. 111(b); and the prohibition on funding to ACORN, P.L. 111-88, Sec. 427.

20. **Counterparts**

This Grant Agreement may be executed in one or more counterparts and transmitted by facsimile, email, pdf or other electronic means, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

MICHIGAN STRATEGIC FUND
MI COUNCIL FOR ARTS AND CULTURAL AFFAIRS

City of Novi



John M. Bracey
Executive Director

Jeff Muck
PRCS Director

Date: October 7, 2015

Date: _____