

STATE OF MICHIGAN

MICHIGAN ARTS AND CULTURE COUNCIL
AND
CITY OF MARQUETTE

GRANT AGREEMENT FOR ARTS SERVICES

Control Number: 25EX10956
CFDA No. 45.025

The MICHIGAN ARTS AND CULTURE COUNCIL (the "Council") and CITY OF MARQUETTE, (the "Grantee") enter this Grant Agreement for Arts Services ("Grant Agreement") on October 16, 2024 and mutually agree as follows:

1. Sources of Project Funding

The Council, subject to the terms of this Grant Agreement, shall commit an amount not to exceed Dollars (\$20,500) (the "Award") to complete the Project (as defined below). The Grantee shall provide evidence of matching funds to the Council in the amount of \$5,125 (the "Matching Funds").

2. Grant Agreement Period

The period of this Grant Agreement shall be from October 1, 2024 (the "Start Date") to September 30, 2025 (the "End Date", and together with the Start Date, the "Term"), unless terminated pursuant to Section 7.

3. Project(s) Funded

Beginning on the Start Date, the Grantee shall: use the Award amounts (outlined below) to complete the respective programming for the Grantee's projects as further described in Appendix A attached hereto (collectively, the "Project").

Experience Support Program

	Awarded Amount	Matching Funds Required
Project Support	\$12,000	
Facility Improvement & Equipment Purchase	\$8,500	
Total:	\$20,500	\$5,125

The Grantee shall comply with all financial and other requirements as outlined in the 2025 MACC Experience Support Grant Program Guidelines, which are incorporated herein and are made part of this Grant Agreement by reference.

The Grantee understands and agrees with the following program standards (the "Program Standards"):

- 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.

The Grantee understands that if the Grantee violates any of the Program Standards (1) the Council may withhold all undistributed Award payments from the Grantee and (2) at the sole discretion of the Council, the Grantee may be disqualified from awards of future Council grants for a period of up to three (3) years from the date of the violation. Additionally, the Council may demand full repayment of any Award proceeds distributed to the Grantee as further described in Section 6.

4. Terms and Conditions of Payment

The Council shall pay the Grantee an amount not to exceed the Award on the following dates and in the following amounts, subject to the Grantee's compliance with the 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 of this Grant Agreement, the Grantee shall not be entitled to any payment listed below which may include a clawback of the Award as described in Section 6:

Amount:	Date:	Stipulation:
\$20,500	12/20/2024	Upon processing of a fully executed copy of this Grant Agreement and copies of Governor and Legislative notifications

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 of the Grantee 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 Office of Financial Management, it shall be contingent upon such approval and no Award payments shall be made until this contingency is satisfied.

Further, the Grantee acknowledges that the Council's payment of the Award 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 in accordance with the notice requirements in Section 7.

As required in Section 1, the Grantee may be required to provide evidence of Matching Funds sourced from local and/or private sources. The Matching Funds may include the reasonable value of services, materials, and equipment as allowed under the Internal Revenue Code for charitable contributions, subject also to the pre-approval of such a match by the Council. For Awards under the Mission Support and Experience Support Programs the Council shall receive proof of the entire amount of the Matching Funds by the End Date.

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

The Council requires the payments under this Grant Agreement be processed by electronic funds transfer (EFT). The Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

5. Redistribution Prohibition

The Grantee may not redistribute any of the Award or the Matching Funds to any other entity, unless specifically provided for in this Grant Agreement.

6. Clawback

The Grantee may be required to repay all or a portion of the Award upon the occurrence of one or more of the following events (each resulting in a "Repayment Event"):

- Failure to complete the Project: If the Grantee fails to complete the Project by the End Date.
- Failure to adhere to the Program Standards: If the Grantee fails to adhere to the Program Standards as described in Section 3 of this Grant Agreement during the Term.
- Failure to Meet Reporting Requirements: If the Grantee fails to submit a timely and accurate final report as required in Section 15 of this Grant Agreement.
- Failure to Provide Proof of Matching Funds: If the Grantee fails to secure and provide verifiable proof of Matching Funds as required in Section 4 of this Grant Agreement.

The amount owed under a Repayment Event will be determined at the sole discretion of the Council (the "Repayment Amount"). The Council will provide written notice of the Grantee specifying the Repayment Event, the Repayment Amount, and providing thirty (30) days to cure the Repayment Event prior to initiating any clawback actions.

The Grantee shall repay any Repayment Amount under this provision within sixty (60) days of receiving written notice of the Repayment Event from the Grantor. Failure to repay the Repayment Amount within this period may result in legal action, and the Grantee shall be responsible for any additional costs incurred by the Council in the process of collecting the Repayment Amount.

Additionally, any Grantee who fails to repay the Repayment Amount may be disqualified from awards of future Council grants for a period of up to three (3) years from the date of the written notice of the Repayment Event.

7. Termination of Grant Agreement

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

8. Grantee's Liability

The Grantee will furnish and maintain the following items during the Term: 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, licenses, permits or other proper authorization 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, 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 including litigation; the Council's decision not to make an Award payment to the Grantee pursuant to Section 5; or termination of this Grant Agreement pursuant to Section 7.

Any liability resulting from activities, actions or inactions engaged in by the Grantee under the Grant Agreement shall be the sole responsibility of the Grantee. Any liability resulting from activities, actions or inactions engaged in by individuals or entities with whom the Grantee contracts shall be the sole responsibility of the subgrantee or as otherwise specified in a subgrant agreement between the Grantee and the subgrantee; however, under no circumstances shall the State, or the Council, and their organizational units, officers, agents and employees be liable for the activities of the Grantee or any subgrantee. The Council shall not be required to indemnify the Grantee or any subgrantee. The Grantee, to the extent permitted by law, shall be required to indemnify the Council in any litigation that may arise from the performance of this Grant Agreement or any subgrant agreement executed to fulfill this Grant Agreement. This section shall not be construed as a waiver of governmental immunity.

10. Third Party Beneficiary

The 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 Arts and Culture Council '

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 principles, retain these records for a period of not less than five (5) 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 Council, the State and/or Federal Government. The 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 C.F.R. part 200 (Uniform Administrative Requirements, Cost, Principals, and Audit Requirements for Federal Awards).

13. Equal Opportunity

The Grantee certifies compliance with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 372.101 et seq., as amended, and the Persons with Disabilities Civil Rights Act, 1976 PA 220: MCL 37.1101 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 the Grant Agreement. The 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 the Grantee fails to comply with subpart C of 2 CFR § 180, as adopted by the Arts Endowment in 2 C.F.R. 3254.

15. Reports

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

- a. A final report covering the Term, which is due within 30 days the End Date. The final report shall, at a minimum, indicate the following information:
 - i. Project revenues and expenditures, including Matching Funds (if applicable)
 - ii. Number of individuals attending or engaged during the Term; and
 - iii. A narrative summary of the Project and its outcome.

Failure to submit the above-described report in a timely manner may void the Grantee's claim to Award funds.

16. Reviews and Evaluations

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

During the Term, and for five (5) years after the end of the Term, (the "Retention Period") the Grantee shall maintain reasonable records including evidence that the Project was actually performed and the identity of any contractors or individual paid from the Award and shall allow access to those records by the Council or its authorized representatives at any time during the Retention Period.

If any records are involved in any litigation, claim, or audit which arises before the expiration of the Retention Period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the Retention Period, whichever is later.

All records pertinent to this Grant Agreement are subject to public disclosure under the federal Freedom of Information Act, 5 U.S.C. § 552, as amended, and the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* unless determined to be exempt. The Grantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Grant Agreement.

17. Other Certifications

The Grantee certifies, by signature to this Grant Agreement, that neither they nor any principals or contractors retained for service under this Grant Agreement are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the grant by any federal department or agency.

18. Governance

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents and representations related to this Grant Agreement between the Council and the Grantee, whether expressed, implied, oral or otherwise. This Grant Agreement, together with the Grantee's Grant Application submitted to the Council, constitutes the entire agreement between the parties and may not be amended, except by written instrument executed by both the Council and the Grantee prior to the end of the Term set forth in Section 2. In the event of a conflict between the Grantee's Grant Application and this Grant Agreement, the terms of this Grant Agreement, as amended, shall control. No party to the Grant Agreement may assign this Grant Agreement or any of their 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 written 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 U.S.C. § 2000d et seq.; Executive Order 13166; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.; the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. § 4321 et seq.; the National Historic Preservation Act (NHPA) of 1966, 16 U.S.C. § 470 et seq.; the Drug Free Workplace Act of 1988, 41 U.S.C. § 701 et seq.; Lobbying restrictions, 18 U.S.C. § 1913, 2 C.F.R. § 200.450, and 31 U.S.C. § 1352; Davis-Bacon and Related Acts 40 U.S.C. § 3141; the Native American Graves Protection and Repatriation Act of 1990, 25 U.S.C. § 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.

21. Survivability

The terms and conditions of Sections 6, 8, 9, 10, 11, 12, 15, 16, 18 and this Section 21 shall survive termination or expiration of this Grant Agreement.

MICHIGAN ARTS AND CULTURE COUNCIL

CITY OF MARQUETTE



Alison Watson
Director

Jonathan Swenson
Community Services Director

October 16, 2024

Date

APPENDIX A

Project Support:

(Description of Project)

The City of Marquette Office of Arts & Culture (Office) requests \$20,000 from the Michigan Arts & Culture Council for the tenth annual City of Marquette Art Week, June 23-28, 2025.

The Office serves to encourage, develop, and facilitate a rich environment of artistic, creative, and cultural activity in Marquette. The Office provides civic engagement, education, economic development, planning, and resources to the community and creative sector. It accomplishes this through overseeing the City's Arts & Culture Center, consulting on local festivals and events, advocacy, and building partnerships between Marquette and regional and statewide organizations. The Office also provides support services to local artists and arts and culture organizations through grant writing assistance, resource sharing, and marketing and promotions.

The Office's mission is encapsulated through Art Week, an annual celebration of local arts and culture. This free-to-participate festival builds community through discovery and play via concerts, theatre and dance performances, demonstrations, workshops, community art projects, public art installations, artist markets, poetry readings, studio tours, and more. Art Week began in 2015 and has since grown organically not only in terms of number of events offered and partners involved, but also intention and direction. The mission of Art Week is to connect our community through the arts by: (1) building partnerships and collaboration between artists and organizations through networking, workshops, and cross-disciplinary experiences; (2) growing and empowering artists and organizations through professional development opportunities such as event planning, sponsorship solicitation, and grant-writing; (3) increasing audience engagement by removing barriers to participate and collective marketing and promotions; (4) promoting art appreciation and education by prioritizing artistic excellence, sharing creative processes, and offering opportunities for direct artist-audience interaction; and (5) ensuring accessibility and appropriateness for all ages and abilities.

Art Week is an unofficial kickoff to Marquette's summer event season and a true coming together of our creative community; each year, on average, the Office partners with over 200 artists and over 60 businesses and organizations to plan and present programs of strong artistic merit. Over the past decade, the Office has fostered strong working relationships with these partners, helping establish a framework for year-round collaboration on other events and initiatives.

Based on geofencing data from Travel Marquette and headcounts, Art Week averages over 6,000 attendees and an additional 9,000+ through passive engagement with offerings such as exhibits and installations.

To create a deeper connection between our partners and audiences as well as inspire inventive and intentional programming, the Office implements an annual Art Week theme. Recent themes have included RECONNECTING, WATER, HOME, and GROW. Engagement happens when there is a specific invitation or challenge; by selecting a theme that is relatable and ubiquitous, yet open-ended, participation in Art Week is appealing and comfortable while leaving room for creativity and new collaborations across artistic disciplines. The theme for 2025 is STORIES.

Funding for Art Week 2025 will directly support event coordinators, participating artists and organizations, and staff, as well as marketing and promotions to bolster community engagement and audience development through events and opportunities.

Facility Improvement & Equipment Purchase:

(Description of Request)

The City of Marquette Office of Arts & Culture (Office) is requesting \$17,000 for the purchase of two 10,000 lumen, large-venue projectors for the Office's new Cultural Center.

For almost 25 years the City of Marquette and Peter White Public Library (Library) have partnered to house the Marquette Arts & Culture Center, home of the Office. In 2025, the Office will relocate into a new City facility at Father Marquette Park, 501 S. Front St., a move made possible thanks to \$1.2 million in state funding received through the MEDC's RAP 2.0 and Michigan DNR's SPARK grant programs. This grant funding will allow the Office to renovate a vacant building into a new vibrant Cultural Center that will house the Office of Arts & Culture, new public gallery, public gathering space, meeting room, informational entryway and public restrooms. In addition to improvements to the building itself, this funding will also re-imagine and transform surrounding park space into a vibrant outdoor venue with improved accessibility and function for community cultural events and public art.

The new Cultural Center will serve as the primary trailhead for the City's upcoming Cultural Trail (Trail), spanning seven miles of shoreline, connecting and giving voice to the multiple stories, cultural sites and natural features along the City's multi-use pathway. The Trail will honor and preserve the community's diverse cultural heritage and environment through public art, elevated space design and dual language interpretive signage. The Cultural Center will be a hub for the City's growing creative sector and highlight local, regional and national artists with permanent and rotating exhibits that expand upon the stories shared and lessons taught by the greater Cultural Trail.

In an effort to expand our ability to share and tell stories, the Cultural Center will integrate new technologies into the gallery experience. Film

and digital arts are synonymous with 21st Century galleries and museums, providing a new platform for creative potential. The large projectors we are requesting funding will allow the Center to present film and digital arts of the highest quality. Including film, video art, indoor/outdoor art projection, immersive and simulation projection (by using the two projectors in tandem). These exhibits will attract younger artists and introduce the community to new art forms not often seen in our rural area. The equipment will support creative expression, experimentation, facilitate cross disciplinary collaboration and create new opportunities for students, teachers and artists of all disciplines. The Center will build upon existing partnerships such as local educational institutions, museums and film festival. In addition, the Center will partner with independent local tech artists through Innovate Marquette Smart Zone.

The Cultural Center will be the City's new "front porch", residing at very entrance of downtown Marquette. The film and digital arts made possible by this equipment will be seen by many and assist in the on-going development of Marquette's arts and culture community.