

RESOLUTION 20-125

**A RESOLUTION ACCEPTING A GRANT AWARD FROM THE
ARTS BUILD COMMUNITIES GRANT PROGRAM FOR THE
BRILLIANT STROKES INTERGENERATIONAL ARTS PROGRAM**

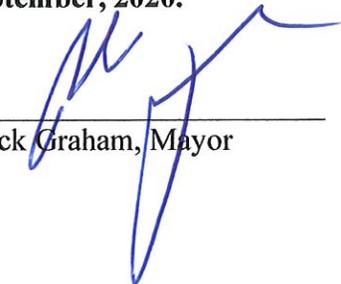
WHEREAS, the City of Spring Hill Board of Mayor and Aldermen approved Resolution 20-56 to apply for the Brilliant Strokes Intergenerational Arts Program matching grant on May 18, 2020; and

WHEREAS, the application was submitted by City staff and approved by the Arts Build Community; and

WHEREAS, the Brilliant Strokes Intergenerational Arts Program is free to the public with a focus on senior citizens, persons of 55 and older and at risk youth, children between the ages of 12 and 18 who are a member of a minority or low income household; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen approves acceptance of the grant award of \$3,170.00 from ABC and further agrees to provide a match of \$3,170.00 to fund the Brilliant Strokes Program.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of September, 2020.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: Approval of Resolution 20-125

SUBMITTED BY: Alderman Jeff Graves
Kayce Williams, Director of Parks & Recreation
Sonja Rine, Parks & Recreation Program Manager
Spring Hill Parks and Recreation Commission

DATE: August 27, 2020

RE: To accept the award for the Brilliant Strokes Intergenerational Arts Program matching grant.

ATTACHMENTS: Resolution 20-125, Resolution 20-56

PURPOSE:

The Parks and Recreation Department applied for this grant in May of 2020. It is a matching grant and we intend to use the funds to provide an opportunity for the citizens of Spring Hill to bridge generational gaps through art and education.

BACKGROUND:

The Arts Build Communities program has created this program in support of their mission to provide support for art projects that broaden access to arts experiences, address community quality of life issues through the arts, and enhance the sustainability of asset-based cultural enterprises . The grant application deadline is June 1, 2020.

FINANCIAL IMPACT:

This is a matching reimbursement grant. The total amount we have been awarded is \$3,140.00 which is half of the estimated project cost of \$6,280.00. Final city investment will be \$3,140 from the general fund, Parks and Recreation budget line item 110-44700-790, Grants and Contributions.

STAFF RECOMMENDATION:

On May 18, 2020, Resolution 20-56 to apply for this grant was approved by BOMA. Staff submitted the application and won the award. Staff favorably recommends approval of Resolution 20-125 to accept the award.

GRANT CONTRACT
BETWEEN
ARTS BUILD COMMUNITIES DESIGNATED AGENCY,
South Central Tennessee Development District
AND
City of Spring Hill

This Grant Contract, by and between the Arts Build Communities (ABC) Designated Agency, South Central Tennessee Development District, hereinafter referred to as the "ABC Designated Agency" and City of Spring Hill, hereinafter referred to as the "Grantee", is for the provision of Arts Build Communities program services, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification: 62-0692693

Grantee Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

A.1. Project in Accordance with Application. The Grantee shall plan and execute one or more arts projects for the purpose of expanding, improving and developing the arts in Tennessee in accordance with application number 2006-11269 and the Grantee-submitted Revised Budget.

A.2. Required Use of Tennessee Arts Commission and Designated Agency Logos. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the Tennessee Arts Commission logo image supplied by the Tennessee Arts Commission, the original funding source for this grant, and any additional logo provided by the South Central Tennessee Development District.

In addition, the Grantee is strongly encouraged to incorporate elements of the Arts License Plate Communications Toolkit at <http://tnspecialtyplates.org/> in agency communications including print advertising, websites, e-letters, social media, press releases, talking points and/or other mechanisms as may be determined effective by the Grantee.

A.3. Use of Funds. The Grantee shall employ funds made available under these grants in accordance with the project/program submitted in application number 2006-11269 (which is on file with the ABC Designated Agency) for Brilliant Strokes, subject to the policies of the State and to the standard state approved terms and conditions. The Grantee, under the Grant Contract, will spend funds solely for the purpose set forth in application number 2006-11269 and in the Grantee-submitted Revised Budget (if required), which replaces the grant budget within the original application.

A.4. Required Training. The grantee shall comply with all requirements of Title VI of the Civil Rights Act 1964, including annual training of grantee or grantee organization employees utilizing materials provided by the State. Written documentation of training shall be maintained for a period of three (3) full years from the date of the final payment under the grant and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or duly appointed representatives.

A.5. Affirmative Duty to Report Major Organizational Change. Grantees shall promptly notify the ABC Designated Agency in writing of any significant changes in the organization's structure, leadership or financial circumstances that could affect services provided under the grant contract.

B. GRANT CONTRACT TERM:

This Grant Contract shall be effective for the period commencing on August 16, 2020, and ending on June 15, 2021. The ABC Designated Agency shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the ABC Designated Agency under this Grant Contract exceed Three thousand one hundred seventy Dollars (\$3,170.00).

C.2. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grantee's current ABC Application and Revised Budget (if required) approved in the Tennessee Arts Commission online grants system, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit Request for Funds Forms and other required documentation prior to any reimbursement of allowable costs.

Funds may be drawn down in up to two (2) installments. Payment to the Grantee shall be an amount equal to forty percent (40%) of the total Grant amount paid in advance upon approval of this Grant Contract and receipt of the attached initial Request for Funds form by the ABC Designated Agency and an approved ABC application budget or Revised Budget (if required). An Itemized Expenditures sheet must be included with the Final Evaluation.

C.3. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.4. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Revised Budget. The Grantee may request revisions of Revised Budget line items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant amount. Revised Budget line-item revisions may not be made without prior, written approval of the ABC Designated Agency in which the terms of the approved revisions are explicitly set forth.

C.5. Disbursement Reconciliation and Close Out. The Grantee shall submit an ABC Final Evaluation documenting a full accounting of disbursements that are in agreement with the Revised Budget and examples of credit given to the Tennessee Arts Commission for funding, within thirty (30) days of the project end date or June 15, 2021, whichever is earlier.

The ABC Designated Agency shall not be responsible for any payments requested after June 15, 2021.

D. STANDARD TERMS AND CONDITIONS:

D.1. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee Arts Commission officials in accordance with applicable Tennessee State laws and regulations.

D.2. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the ABC Designated Agency shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the ABC Designated Agency for damages sustained by virtue of any breach of this Grant Contract by the Grantee to the extent allowed under the laws or Constitution of the State of Tennessee.

D.3. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee or the ABC Designated Agency as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

a. Notwithstanding the foregoing, the City of Spring Hill may contract with an entity for which a current employee of a State of Tennessee public higher education institution is providing art-related professional services as an employee or independent contractor outside his/her hours of state employment, provided that such outside employment does not conflict with applicable law or the public higher education institution's rules, policies, or guidelines.

D.4. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.5. Nondiscrimination. The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.6. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.7. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a Grant Contract with the State of Tennessee, Tennessee Arts Commission." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.8. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.9. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.10. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the ABC Designated Agency as requested.

D.11. ABC Designated Agency Liability. The ABC Designated Agency shall have no liability except as specifically provided in this Grant Contract.

D.12. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. Grantee may contact the ABC Designated Agency directly with any questions, changes or requests via the online grants system, first-class mail, email or phone. Some documentation must be submitted in writing with original signatures as required by the ABC Designated Agency or the Tennessee Arts Commission

The ABC Designated Agency:
Sarah Elizabeth McLeod
South Central Tennessee Development District
101 Sam Watkins Blvd
Mount Pleasant, TN 38474-4024
smcleod@sctdd.org
Telephone #: 931-379-2944

The Grantee:
City of Spring Hill
Sonjalyn Dickson Rine
199 Town Center Pkwy
Spring Hill, TN 37174-2141
sonjadrine@yahoo.com
Telephone # 931-487-0027

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise not made available to the ABC Designated Agency, the ABC Designated Agency reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the ABC Designated Agency. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the ABC Designated Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount. The preceding sentence does not apply to any institutions of Tennessee state government.

IN WITNESS WHEREOF:
City of Spring Hill:

DocuSigned by:

A0D3C257E25B4C0

GRANTEE SIGNATURE

8/22/2020

DATE

Rick Graham Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

ABC DESIGNATED AGENCY NAME: South Central Tennessee Development District

DocuSigned by:

2DADR257BB93AC7

DESIGNATED AGENCY SIGNATURE

8/24/2020

DATE

Invoice

Please return this request along with the signed contract to the ABC Designated Agency to receive the 40% advance associated with this grant contract.

Request to:

Sarah Elizabeth McLeod
South Central Tennessee Development District
101 Sam Watkins Blvd
Mount Pleasant, TN 38474-4024

Please pay 40% of Three thousand one hundred seventy Dollars (\$3,170.00) under Arts Build Communities application number (App ID) 2006-11269:

\$

Payment to be made to:

City of Spring Hill
Sonjalyn Dickson Rine
199 Town Center Pkwy
Spring Hill, TN 37174-2141

APPROVED:

ABC DESIGNATED AGENCY SIGNATURE