ANNUAL PROGRAM AND MARKETING GRANT

CONTRACT FOR SERVICES

By and between the

Arts Council of Brazos Valley
and

Texas A&M University

State of Texas
County of Brazos

Grant # GR20-08
$16,500.00

I. AGREEMENT

This contract (the "Agreement") is between the Arts Council of Brazos Valley, hereafter referred to as the "ACBV", and Texas A&M University hereafter referred to as "TAMU". This Agreement covers and/or addresses the disbursement, use and reporting of funds derived from the City of College Station and the City of Bryan (hereafter referred to as the CITIES) Hotel Occupancy Tax Revenue (the "HOT Revenue") funds as provided to TAMU by the ACBV through the Annual Program and Marketing Grant Program for use by the TAMU College of Architecture's Wright Gallery, hereafter referred to as TAMU Wright Gallery.

The duration of this agreement shall be for Fiscal Year 2019/2020 between October 1, 2019 and September 30, 2020.

PARTIES TO AGREEMENT

Arts Council of Brazos Valley
P.O. Box 10626
College Station, TX 77842
979-696-2787
www.acbv.org
info@acb.org
Sheree Boegner, Exec Director

Texas A&M University
Wright Gallery
3137 TAMU
College Station, TX 77843
979-458-0539
wrightgallery@tamu.edu
Felice House, Professor

II. TERMS AND CONDITIONS

Funding for this Agreement is derived from contracts made by and between the Arts Council of Brazos Valley and the CITIES of College Station and Bryan. The terms of the ACBV/CITIES contracts — 1) City of Bryan, "Exhibit 'B' — Amendment to Contract for Services from Arts Council of Brazos Valley" and 2) City of College Station "Funding Agreement for Payment and Use of Hotel Tax with Arts Council of the Brazos Valley", to the extent such terms are applicable to TAMU, are expressly incorporated into this Agreement by reference as if set forth in full text. TAMU will use the funds provided under this Agreement only for the purposes permitted under the ACBV-CITIES contracts.
III. GENERAL OBLIGATIONS AND CONDITIONS

TAMU

1. TAMU, on behalf of TAMU Wright Gallery, must be, and agrees to maintain itself, as an ACEV Affiliate Organization in good standing, in accordance with the Bylaws of the ACBV, for the duration of this Agreement. If TAMU Wright Gallery fails to maintain good standing as an Affiliate, or fails to meet other stipulations of this Agreement, it will negatively impact TAMU Wright Gallery’s grant panel score and award for the following fiscal year.

2. Using forms provided by ACBV, TAMU Wright Gallery shall complete and provide the ACBV and the CITIES with standard budgetary and program information that provides a breakdown of the funds provided by ACBV under this Agreement and how such funds were spent as requested on a quarterly basis.

3. TAMU must submit the name, address, contact phone numbers, and email of two (2) designated representatives to the ACBV within ten (10) regular business days of the execution of this Agreement.

4. TAMU Wright Gallery representative(s) are required to attend a minimum of two (2) professional development workshops during the period of this Agreement. The TAMU Wright Gallery representative(s) are responsible for informing their department head or the director of the Wright Gallery, as applicable, as to the information discussed at these workshops.

5. TAMU Wright Gallery representative(s) are responsible for all communication between the ACBV and TAMU Wright Gallery and are responsible for dispersing pertinent information to the TAMU Wright Gallery administration.

6. TAMU Wright Gallery agrees to include the logos of the ACBV and CITIES in all TAMU Wright Gallery event and exhibit publications and mailings that are sponsored by ACBV and the CITIES under this Agreement.

7. City Council, City Manager, the ACBV Board, the ACBV CEO and/or their designees shall attend AFFILIATE events at no additional cost upon request.

8. Texas law establishes a “two-part test” for the allocation and spending of HOT Revenue funds. Any project, activity, or organization must meet both criteria of the test in order to legally receive HOT Revenue funding.

TAMU allocated CITIES HOT Revenue funds may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses and other

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administrative costs, so long as those costs are directly associated with expenditures that pass the following two-part test:

a. HOT Revenue shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry.

b. There are three (3) approved arts related uses for HOT Revenue funding:

i. "Advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity."

This includes advertising done by the TAMU Wright Gallery that is targeted at people who live outside of College Station and Bryan, including marketing pieces assembled by TAMU Wright Gallery specifically for the Convention and Visitor's Bureau or packages highlighting events and activities for conference attendees or tourists.

ii. The encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution and exhibition of these major art forms.

iii. Historical preservation projects limited to historical restoration or preservation or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

Use of HOT Revenue funds for historic preservation projects are limited to projects that are:

a. At or in the immediate vicinity of convention center facilities or visitor information centers; or

b. Are located elsewhere in the College Station or Bryan area that is in a vicinity that would be frequented by tourists and convention delegates.

9. That portion of total administrative costs for which HOT Revenue may be used shall not exceed that portion of administrative costs actually incurred in conducting the activities specified above.
ARTS COUNCIL OF BRAZOS VALLEY

As the primary regional umbrella agency dedicated to providing services, financial support and development of arts, culture and heritage programs in the Brazos Valley (as recognized by the City of Bryan, City of College Station and Brazos County) the ACBV shall:

1. As identified by TAMU, represent the interests of TAMU Wright Gallery to local/regional government bodies at budget meetings or discussions of disbursement of HOT Revenue or other municipal funds used for arts activities. Matters which TAMU Wright Gallery wishes the ACBV to bring before governmental entities relating to HOT Revenue funds to be provided to TAMU must be presented to ACBV in sufficient time for appropriate action.

2. The Arts Council agrees to provide $16,500.00 in programming and marketing support for Affiliate activities in FY 2019/2020. Approved activities include:

<table>
<thead>
<tr>
<th>Program Item</th>
<th>Amount Funded</th>
<th>Funding City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Programming Award</td>
<td>$0.00</td>
<td>---</td>
</tr>
<tr>
<td>Marketing Item</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Breakaway Publications Agency</td>
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<td>College Station/Bryan</td>
</tr>
<tr>
<td>Snail mail postcards</td>
<td>$1,500.00</td>
<td>College Station/Bryan</td>
</tr>
<tr>
<td>Total Marketing Award</td>
<td>$16,500.00</td>
<td>---</td>
</tr>
<tr>
<td>Total Award</td>
<td>$16,500.00</td>
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</tbody>
</table>

TAMU Wright Gallery must provide at least 50% of the total project expenses for any program/event funded and listed above. Matching funds may be cash or in-kind contributions, but in-kind contributions must not exceed 25% of the total project expenses.

Marketing expenses funded and listed above do not need to be matched. Funded marketing must target audiences from outside of a 75 mile radius of Bryan/College Station.

TAMU may redistribute programming funds amongst approved programming items above, and marketing funds amongst approved marketing items above, but must notify ACBV of any changes as soon as applicable. TAMU may not redistribute amounts between programming and marketing items without first receiving the prior written approval of ACBV.

3. In keeping with the spirit of equal opportunity for funds, a unified funding agency and to avoid "double dipping" and, as TAMU is receiving funding support for TAMU Wright Gallery through the CITIES HOT Revenues, TAMU is restricted for the duration of this Agreement from soliciting from the CITIES additional HOT Revenue funds for the Wright Gallery for expenses associated with the annual programming and marketing for TAMU Wright Gallery. Any solicitation of additional funds from CITIES for HOT Revenue funds association with the annual

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programming and marketing for TAMU Wright Gallery may void this Agreement and result in the loss of all CITIES and/or ACBV funds to TAMU Wright Gallery during the period of this Agreement. Nothing in the foregoing shall prohibit TAMU from separately soliciting the CITIES for support for projects that are not directed to annual programming or marketing of TAMU Wright Gallery.

The ACBV, in partnership with the CITIES, other government agencies and local businesses, has established several grant and funding options for affiliates and arts, cultural and heritage organizations. Participation in the Annual Program and Marketing Grant Program, and receiving HOT Revenue funds through the ACBV, does not restrict TAMU from soliciting or applying for grants through other ACBV funding programs nor from other funding sources.

4. Any violation of these terms and conditions, especially the inappropriate use of HOT Revenue funds or the solicitation of funds from the CITIES may result in the forfeiture of funds, termination of this Agreement and the inability of TAMU Wright Gallery to apply for or receive future ACBV funding.

IV. RECORDS, EVALUATIONS AND PAYMENTS

1. Accounting and financial records:
   a. At any time before final payment, ACBV may have TAMU’s invoices or vouchers and statements of cost relating to the work performed hereunder audited. ACBV will have access to TAMU’s books and records that pertain to the work performed under this Agreement only upon reasonable notice and at such times and places as may be agreed to by the Parties. TAMU’s financial records will be included in The Texas A&M University System audit annually.
   b. Should TAMU fail an audit, TAMU Wright Gallery will be required to complete an agreed upon procedures review from an independent auditor until TAMU Wright Gallery passes. TAMU Wright Gallery will also be subject to a reduction in funding for the following fiscal year.
   c. Should TAMU fail two audits in a row, TAMU Wright Gallery will be ineligible for funds for the following fiscal year. TAMU Wright Gallery must remain an affiliate in good standing to be eligible to apply for future funding.
   d. TAMU shall maintain HOT Revenue paid to TAMU Wright Gallery by ACBV in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.
   e. HOT Revenue funds shall be classified as restricted funds for audited financial purposes.
   f. TAMU shall maintain records, accounts, reports, files or other documents relating to this Agreement and the use of HOT Revenue funds for a minimum of five (5) years after the expiration of this Agreement.
   g. Upon written request, TAMU shall make such financial records available for inspection and review by ACBV. TAMU accepts that financial records and

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any other records relating to this Agreement and the use of HOT Revenue funds shall be subject to the Public Information Act, Texas Government Code, Chapter 552.

2. Quarterly Reports:
   a. TAMU shall submit the following to the ACBV on a quarterly basis:
      i. Digital Quarterly Report Form with information on all ACBV-funded programs and events, expenses, and tourism impact for the quarter;
      ii. Digital copies of all TAMU Wright Gallery published material, announcements and advertising relating directly to this Agreement.
   b. Contract Quarters will end on:
      i. December 31, 2019
      ii. March 31, 2020
      iii. June 30, 2020
      iv. September 30, 2020
   c. TAMU’s Quarterly Report Form shall be submitted to the ACBV within (20) days of the end of each Contract Quarter - no later than:
      i. January 20, 2020
      ii. April 20, 2020
      iii. July 20, 2020
      iv. October 20, 2020
   d. As late quarterly reports hold up funding for everyone, if TAMU submits one quarterly report late, TAMU Wright Gallery may be subject to a reduction in funding for the following fiscal year.
   e. If TAMU has two or more late quarterly reports, TAMU Wright Gallery may be ineligible for funding for the following year. TAMU Wright Gallery must remain in good standing to be eligible to apply for future funding.

3. If requested, TAMU shall make an annual report and presentation to the College Station and/or Bryan City Council.

4. Funds will be disbursed in four quarterly payments as follows:
   a. $3,750.00 in November 2019
   b. $3,750.00 in February 2020
   c. $4,525.00 in May 2020
   d. $4,475.00 in August 2020

5. The payment schedule can change without notice if the ACBV has not received HOT Revenue funds from the CITIES as is currently scheduled by the ACBV contract with the CITIES. However, ACBV agrees, regardless of whether funds have been received from the CITIES, to make payment within 60 days of the established quarterly payment dates described in item 4 of the Records, Evaluations, and Payment section, above.

V. LIABILITY AND INDEMNIFICATION
1. The ACBV shall not be liable to TAMU for costs incurred or activities performed by the TAMU before the commencement of this Agreement.

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2. To the extent authorized by the Constitution and laws of the State of Texas, TAMU agrees to hold the ACBV harmless and blameless from any and all claims, damages, expenses, including attorney’s fees, resulting from any negligent act on the part of TAMU, the Wright Gallery, its agents, artists or employees.

3. Subject to such amendments, if any, being reduced to writing and signed by both parties, ACBV reserves the right to amend any portion of this Agreement if it is determined by the Board of Directors of the ACBV and/or the CITIES that it is in the best interests of the ACBV, its affiliate organizations or the CITIES to do so.

VI. ACKNOWLEDGEMENT
1. The AFFILIATE will recognize the ACBV and the CITIES as sponsors at the $16,500.00 level, and provide all associated recognition and benefits therein.
2. Related to the activities supported by the funds provided by ACBV and the CITIES under this Agreement, all TAMU Wright Gallery-published material, announcements and advertising (whether printed, spoken or electronic), performances, programs or activities (public or private) taking place for the duration of this agreement, the AFFILIATE shall:
   a. Include a notice which reads:
      "This program made possible in part through Hotel Tax Revenue funded from the City of College Station and the City of Bryan through the Arts Council of Brazos Valley."
   b. If there is no published event material, a sign must be displayed and a verbal announcement must be made at the time of the event.
   c. Use the officially approved and sanctioned current ACBV, City of College Station, and City of Bryan logos – these will be provided electronically and will be available via the ACBV website at: www.acbv.org, the City of College Station website at: www.cstx.gov, and the City of Bryan website at: www.bryanx.gov.

VII. REVISIONS
1. Any changes to funding categories in this Agreement requested by TAMU should be submitted in writing to the ACBV no later than thirty (30) days before the end of the fiscal year. All requested changes are subject to the review and approval of the ACBV and must remain within the guidelines of the use of HOT Revenue funds as outlined in General Obligations and Conditions section of this Agreement, above.

2. If TAMU is unable to spend their grant funds on the approved categories, and fails to notify the ACBV no later than thirty (30) days before the end of the fiscal year, TAMU Wright Gallery may be subject to a reduction in funding for the following fiscal year.

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3. If TAMU is unable to spend their grant funds on the approved categories within the fiscal year, TAMU will be required to return all unused funds to the ACBV within thirty (30) calendar days of notification from ACBV staff. The ACBV will return all unused grant funds to the CITIES.

VIII. TERMINATION
1. Performance under this Agreement may be terminated for convenience by either Party upon 30 days written notice.

2. In addition to the termination rights set forth above, either Party may terminate this Agreement effective upon written notice to the other Party, if the other Party breaches any of the terms and conditions of this Agreement and fails to cure such breach within 30 days after receiving written notice thereof. In the event of an incurable breach, the non-breaching Party may terminate this Agreement effective immediately upon written notice to the breaching Party.

3. Upon termination for convenience, ACBV shall reimburse TAMU for all costs and non-cancelable commitments incurred in the performance of the services up to the date of termination. Such reimbursement will not exceed the total amount awarded of $16,500.00. Upon early termination, TAMU agrees to reimburse ACBV any funds that have been received but remain unexpended at the time of termination, except for those funds need to pay for non-cancelable obligations.
IX. SIGNATURES
1. The ACBV and TAMU agree to comply with all the rules, regulations, responsibilities and stipulations of this Agreement. In keeping with the Agreement, TAMU agrees that it will comply with all the regulations reasonably adopted by the CITIES and the ACBV in regard to the use and allocation of HOT Revenue funds and that any violation of such rules (if not cured after reasonable notice) will result in the termination of this Agreement and all terms therein.

ARTS COUNCIL of BRAZOS VALLEY
Acting by and through:

[Signature]
Sheree Boegner
Executive Director

12-16-19
Date

TEXAS A&M UNIVERSITY on behalf of the Wright Gallery
Acting by and through:

[Signature]
Lester Crenwelge
Assistant Director, Contracts and Grants

12/12/2019
Date