

**RESOLUTION**

*WHEREAS, the City of Morgantown submitted the necessary application to obtain \$126,500.00 for the Metropolitan Theater from the West Virginia Division of Culture and History for a Cultural Facilities Grant; and*

*WHEREAS, The City of Morgantown's grant application has been approved for funding which requires a match of \$126,500; and*

*WHEREAS, Private donations will be secured through Your Community Foundation fundraising efforts and work with organizations supporting the revitalization of the Metropolitan Theater to equal the local match required to complete the project; and*

*WHEREAS, the grant funds will be used by the City of Morgantown to replace the existing hemp/sandbag rigging system with a safer and easier to operate modern automated hoist rigging system; and*

*WHEREAS, Morgantown City Council is of the opinion this grant will benefit the City of Morgantown and the performers of the Metropolitan Theater, and therefore agrees to administer the grant contract.*

*NOW, THEREFORE, BE IT RESOLVED by the City of Morgantown this 2nd day of October, 2012, that the City agrees to the conditions of the contract and authorizes the City Manager to execute of the grant contract.*

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*City Clerk*



*The Culture Center*  
1900 Kanawha Blvd., E.  
Charleston, WV 25305-0300

**Randall Reid-Smith, Commissioner**

Phone 304.558.0220 • www.wvculture.org  
Fax 304.558.2779 • TDD 304.558.3562

EEO/AA Employer

September 20, 2012

Jeff Mikorski  
City of Morgantown  
389 Spruce St  
Morgantown, WV 26505

Dear Mr. Mikorski:

The West Virginia Commission on the Arts approved Grant AH13-7181 in the amount of \$126,500.00 to City of Morgantown for the purpose of assisting with a FY13 Cultural Facilities and Capital Resource grant project, based upon information contained in your application.

Enclosed is an agreement stipulating the terms and conditions of the grant and invoice(s) in the total amount of \$126,500.00. **Please sign the contract, have it notarized and return it along with the signed invoice(s) within two weeks.** Processing time for the contract is approximately three months from the time we receive it from you.

Please become familiar with the required assurances included with the materials accompanying this grant.

Credit will be given in all publicity, printed materials, programs or press releases by using the accompanying logo on all printed notices. In (newspaper) articles, please state "This program is presented with financial assistance from the West Virginia Division of Culture and History, and the National Endowment for the Arts, with approval from the West Virginia Commission on the Arts".

We are happy to have assisted you with this project. If we can be of further assistance, please let us know.

Sincerely,

Jeff Pierson, Director of Arts  
Arts Section

# CONTRACT for Arts Grant Funding

This Agreement made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **City of Morgantown** and the STATE OF WEST VIRGINIA, on behalf of the Division of Culture and History.

WITNESSETH THAT, WHEREAS, the State of West Virginia has received funds for the purpose of assisting organizations and individuals in conducting activities for the development of the arts in West Virginia, and

WHEREAS, the Division of Culture and History of the State of West Virginia is expressly authorized by Article 1, Chapter 29 of the Code of West Virginia, 1931, as amended, to participate in the Federal grant program of the National Endowment Foundation on the Arts and Humanities Act of 1965, and to make grants to organizations and individuals whose objects and purposes are the encouragement and development of the arts, and

WHEREAS, **City of Morgantown** made application to the Arts Section, and

WHEREAS, the WV Commission on the Arts, by mail ballot, approved Grant **AH13-7181** in the amount of **\$126,500.00** to **City of Morgantown** for the purpose of assisting with a **FY13 Cultural Facilities and Capital Resource grant project**.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The Division of Culture and History hereby agrees to pay **City of Morgantown** the sum of One Hundred Twenty-Six Thousand Five Hundred and 00/100 toward the total cost of **\$253000** for said project

(a) To be eligible for payment of the grant, **City of Morgantown** shall submit an invoice describing the project and showing the total amount of the grant.

2. **City of Morgantown** agrees to carry out said Arts program(s) as described in application **AH13-7181** as follows:

(a) That it will furnish its share of the total cost of the program.

(b) That it will disburse such funds only for an authorized purpose in connection with said Arts program.

(c) That it will maintain accurate records for a period of at least four (4) years in accordance with generally accepted accounting principles and procedures, so as to reflect all receipts and allowable expenditures in connection with said Arts program.

(d) That it will furnish to the Division of Culture and History a completed final report no later than thirty (30) days from the completion of the project.

(e) That it will refund to the Division of Culture and History of the State of West Virginia any expenditures determined to be made for an ineligible purpose.

(f) That unspent grant funds shall be returned within thirty (30) days after the final report is filed.

(g) That all such receipts and disbursements shall be subject to audit at the expense of **City of Morgantown** and such receipts shall be subject to audit by the proper State and Federal authority.

(h) That (1) it will conform to labor standards established by the U.S. Department of Labor if professional performers and related or supporting professional personnel are employed on projects or productions which are financed in whole or in part by grant without subsequent deduction or rebate on any account, and (2) no part of any project or production which is financed in whole or part under Section 5 of the National Endowment Foundation on the Arts and the Humanities Act of 1965 will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production, including particularly, no work which is prohibited for safety or sanitary reasons by any of the contracts with labor organizations.

(i) That arts program(s) must be executed within the dates projected on grant application.

(j) That notification will be made to the Director of the Arts Section of any change in the projects or budgets described in the grant application. These changes must be approved in writing from the Director of the Arts Section prior to the change being made.

(k) That it agrees to publicize the project and credit will be given in any publicity, printed material, programs or press releases as follows: "This program is being presented with financial assistance from the West Virginia Division of Culture and History and the National Endowment for the Arts, with approval from the WV Commission on the Arts."

(l) That it hereby agrees to comply with regulatory guidelines which prohibit any unlawful discrimination and that it will comply with standard policies and regulations which insure that all persons have easy access to the services and program(s) supported with these funds. The regulations governing these responsibilities are: Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and Age Discrimination Act of 1975; and shall insert a similar provision in all subcontract for activities covered by the contract. (Information about these regulations may be obtained by contacting the Division of Culture and History.)

- 13. It is the understanding of all parties to this contract that the Division of Culture and History, by joining in this contract, does not pledge or promise to pledge the assets of the State of West Virginia, nor does it promise to pay any part of the contract sum provided for in this agreement from monies of the Treasury of the State of West Virginia except such monies as shall be appropriated by the West Virginia Legislature specifically for this purpose and except such monies as shall be granted and paid to the State for this project by the National Endowment for the Arts, and such monies as shall be paid to the State by foundations, individuals, or by any other source.
- 14. WHEREAS Under penalty of law for false swearing (WV Code §61-5-3 ), applicant certifies that by signing this grant agreement, all related parties have filed all reports for state grants received as required under WV Code §14-4-14 (SAGA)

IN WITNESS WHEREOF, **City of Morgantown** and the Division of Culture and History have caused this instrument to be executed by their duly authorized representatives.

The Division of Culture and History

ORGANIZATION: CITY OF MORGANTOWN

  
 \_\_\_\_\_  
 Randall Reid-Smith, Commissioner

\_\_\_\_\_

STATE OF WEST VIRGINIA  
 COUNTY OF \_\_\_\_\_ TO-WIT

I, \_\_\_\_\_, a Notary Public in and for said County and State, do certify that \_\_\_\_\_, whose name is signed to the writing hereto annexed, bearing the date the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ has this day acknowledged the same before me in my said County, to be his act and deed.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

## West Virginia Division of Culture and History

Arts Section  
 The Cultural Center  
 1900 Kanawha Boulevard, East  
 Charleston WV 25305-0300  
 304/558-0240 telephone 304/558-3562 TDD  
 304/558-2779 fax