



CULTURAL TRUST
MONTANA ARTS COUNCIL
PO BOX 202201
HELENA, MT 59620

CULTURAL & AESTHETIC PROJECT
FUNDED THROUGH INTEREST EARNED
BY THE CULTURAL TRUST FUND
Grant #2053

AGREEMENT TO PROVIDE FUNDING

This agreement is entered into on the 1st day of July, 2019 for the grant period July 1, 2019 – June 30, 2021 by and between the Montana Arts Council, hereinafter called the "Council," and **MCT, Inc.** hereinafter called the "Grantee."

The Council agrees to provide funding to the Grantee not to exceed **\$10,000** for the two-year grant period, as appropriated by the 66th Legislature for use solely for the purposes outlined in the grant application submitted by the Grantee, as revised by the Legislature.

The Grantee accepts the funding for the purposes listed in its grant proposal. Both the Council and the Grantee recognize that each is bound by all terms and conditions listed in this Agreement. The Grantee specifically acknowledges it has read and understood the following terms and conditions and agrees to be bound by them.

ASSURANCES BY THE GRANTEE

The Grantee agrees it is the official and sole agency for administration of the project described in this contract.

The Grantee agrees to provide matching amounts as outlined in the application.

If the Grantee is unable to meet any of the eligibility requirements, grant funds must be returned, retroactive to when the Grantee lost eligibility. The Grantee agrees that the funds granted shall be expended solely for the activities described in the approved application and above, unless a specific amendment in writing has been received from the Grantee. Any funds granted must be committed within the grant period.

The Grantee agrees that the funds received under this grant shall not be used to supplant funds normally budgeted for services of the same type.

No person will, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity that results from the expenditure of grant funds.

If the Grantee is unable to carry out the project as outlined in the proposal, grant funds must be returned, after consultation with the Council, for reallocation to another worthy project.

The Grantee agrees to post the following statement on its website, promotional materials, and publications: "We are funded in part by coal severance taxes paid based upon coal mined in Montana and deposited in Montana's cultural and aesthetic projects trust fund." When no printed material is produced, verbal credit will be given. Digital versions of the logo are available at www.art.mt.gov

LIMITATIONS ON THE USE OF GRANT FUNDS

The Grantee agrees that funds granted shall be expended solely for the activities described in the approved proposal. All funds granted must be spent or encumbered during the grant period. Projects funded below the requested level

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require submission of a revised budget statement and corresponding modification to the proposal indicating how the amount approved will be expended before the grant award will be made.

After submission and approval of the revised budget statement above, the Grantee may modify line items in the approved budget in an amount not to exceed 10% of the total grant award. The Grantee may, with permission of the Council, modify line items in the approved budget in an amount not to exceed 20% of the total grant award. A modification may not increase the grant award or change the scope or purpose of the award.

GRANT ACCOUNTING AND RECORDS

The Grantee must maintain accounts, records, and other pertinent material pertaining to the costs incurred and expenditures made under the grant. The system of accounting employed by the Grantee must be in accordance with generally accepted accounting principles and will be applied in a consistent manner so that the project costs and expenditures can be clearly identified. Accounts, records, and other pertinent material must be maintained for three years from the official termination date of the grant period or until an audit, approved by the Council, has been completed and any questions arising from the audit have been resolved to the satisfaction of the Council. The original or revised budget is incorporated and made part of this agreement.

Per State law MCA 2-3-203. All organizations receiving MAC funding must open their meetings to the public. For complete details, please refer to the law above located on the web at

https://leg.mt.gov/bills/mca/title_0020/chapter_0030/part_0020/section_0030/0020-0030-0020-0030.html

Per State law MCA 2-3-103. https://leg.mt.gov/bills/mca/title_0020/chapter_0030/part_0010/section_0030/0020-0030-0010-0030.html Organizations receiving funding at any level from MAC shall develop procedures for permitting and encouraging the public to participate in organization decisions that are of significant interest to the public. The procedures must ensure adequate notice and assist public participation before a final organization action is taken that is of significant interest to the public. The agenda for a meeting, as defined in 2-3-202, https://leg.mt.gov/bills/mca/title_0020/chapter_0030/part_0020/section_0020/0020-0030-0020-0020.html include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the organization conducting the meeting. However, the organization may not take action on any matter discussed unless specific notice of that matter is included on an agenda and public comment has been allowed on that matter. Public comment received at a meeting must be incorporated into the official minutes of the meeting, as provided in 2-3-212. https://leg.mt.gov/bills/mca/title_0020/chapter_0030/part_0020/section_0120/0020-0030-0020-0120.html

REPORTS

Grantees may submit semi-annual reports of expenditures during the course of the project, and other financial reports and descriptive reports that the Council may require. The Grantee must submit, **within 30 days after completion of the project**, a final financial report and a narrative report stating what was accomplished with the grant.

The Council may, at the principal place of business of the Grantee and during regular business hours, examine any directly pertinent records, accounts, and documents of the Grantee involving transactions related to the grant.

It is the responsibility of the grantee to have proof of delivery of final reports to MAC.

CONTINGENCIES

None at this time.

FUNDING AVAILABILITY

The Funds appropriated for these grants are estimates of interest revenue projected to be earned by the Cultural Trust. If the revenue earned does not meet the estimates:

- the legislative appropriation is reduced accordingly, and grants may need to be reduced.
- the Grantee may not then receive the full amount stated in the grant award.

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- the Grantee may then be required to return grant funds disbursed by the Council.

This requirement also applies if subsequent action by the Legislature or the Executive branch reduces the funds available.

The Grantee acknowledges that, at any time during the grant period, the Council may in writing demand the return of any or all unexpended grant funds received by the Grantee from the Council. The Grantee agrees that it will within 30 days of receipt of the demand, at the grantee's address named in the grant application, return to the Council all grant funds which remain unexpended at receipt of the written demand. The Grantee agrees that, from the time the demand is received, it will not expend any demanded grant funds without requesting and receiving specific Council approval. The Grantee acknowledges and understands that it receives grant funds under these conditions and it agrees to these conditions.

REDUCTION OF GRANTS ON PRO RATA BASIS

If the money in the cultural and aesthetic projects trust fund account is insufficient to fund the applications identified in section 2, reductions to those projects with funding greater than \$2,000 must be made on a pro rata basis. Please refer to the text for HB9.

Signing below indicates acceptance of the terms of this agreement and acknowledges receipt of a true and exact copy.

In an effort to ensure that all parties involved in a project are fully informed of the commitments and responsibilities in connection with this grant, the signatures below also attest that they have read and understand the grant proposal submitted and that they have read this grant contract and understand that the parties involved are legally bound to carry out the project as described in the application.

12/18/19

Date



Grantee (Project Director whose group is receiving the grant)

MCT, Inc.

nlichtenberg@mctinc.org

12/31/2019

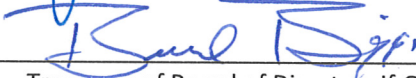
Date



President of Board of Directors if Grantee is a Non-Profit Organization or a unit of government, such as a school or University

12/20/19

Date



Treasurer of Board of Directors if Grantee is a Non-Profit Organization or a unit of government, such as a school or University

July 1, 2019

Date



Montana Arts Council

Date

University Official (if applicable), Office of Research and Sponsored Programs

Grantee: MCT, Inc.

Federal Tax ID: 81-0332120

Grant Number: 2053

Total Award Amount: \$10,000

Payment 1: \$5,000

Payment 2: \$4,500

Payment 3: \$500

Planned Payment Schedule

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