

June 12, 2025
Item No. 8.6.
Levitt Amp Grant Application

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an agreement with the Arts Council of the Brazos Valley doing business as the Arts Center of the Brazos Valley for the Levitt AMP grant application.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): Staff recommends approval.

Summary: In 2025, staff began working with the Arts Center of the Brazos Valley to apply for the Levitt Amp Grant. A non-profit organization must apply for the grant. The grant would provide up to \$40,000 in matching funds for a yearly concert series for three years (2026, 2027, 2028). The 8-10 concerts would occur at Northgate in College Station from late spring to early fall. This memorandum of understanding establishes the partnership between the City of College Station and the Arts Center of the Brazos Valley for the application of the grant. If the grant is not awarded, this MOU would be voided.

Budget & Financial Summary: This agreement is dependent on a Service Level Adjustment being presented in the City Manager's budget for Fiscal Year 26. The three-year grant program will be presented in three one-time SLAs of \$40,000 each year, funded by General Funds. Funds will be budgeted on an amendment if the grant is awarded.

Attachments:

1. Memorandum of Agreement

MEMORANDUM OF AGREEMENT

The Arts Council of the Brazos Valley dba Arts Center of Brazos Valley, a Texas nonprofit corporation (“ACBV”) and The City of College Station (“City”) enter into this Memorandum of Agreement (“MOU”) to share responsibilities and duties for the Levitt AMP College Station Grant (“Grant”). This MOU identifies each ACSV and City as a “Party” and collectively as “Parties”, and the MOU shall be effective upon the date it is approved by both Parties’ signatures below.

RECITALS

WHEREAS, the Levitt Foundation offers the Grant which is a matching grant opportunity that supports nonprofits working to activate underused public spaces through live music; and,

WHEREAS, the Grant supports the creation of a free outdoor concert series that promotes community engagement, inclusivity, and revitalization through arts and culture; and

WHEREAS, ACSV intends to apply for this Grant in partnership with the City to enhance the cultural landscape and public gathering spaces for a specific location in College Station; and

WHEREAS, the outdoor concert series created by the Grant is of general interest and relevance to City residents and the general public; and

WHEREAS, the City and ACSV share a mutual purpose of attracting more visitors to the City and providing a unique form of recreation and entertainment to area residents; and

WHEREAS, City desires cooperation and participation of ACSV in order to provide a quality experience for this outdoor concert series; and

WHEREAS, it is deemed in the best interest of Parties that the Parties enter into a mutually satisfactory agreement to share responsibilities and duties in connection with the application and implementation of the Grant; and

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties hereby agree as follows:

Section 1. Purpose.

The purpose of this MOU is to define the roles and responsibilities of ACSV and the City in connection with the application and implementation of the Grant, administered by the Levitt Foundation. This partnership is established to support the creation of a free outdoor concert series that promotes community engagement, inclusivity, and revitalization through arts and culture in College Station, Texas.

Section 2. Responsibilities of ACSV. ACSV agrees to:

- a. Serve as the lead applicant and grant administrator for the Grant.

- b. Develop, complete, and submit the Grant application in accordance with the Levitt Foundation's guidelines and deadlines.
- c. Oversee project implementation, including concert planning, artist engagement, public outreach, and production, with the assistance of the city.
- d. Comply with all reporting and evaluation requirements as outlined by the Levitt Foundation.
- e. Coordinate with the City for event logistics, site usage, promotion, and safety.
- f. Acknowledge the City's contributions in all relevant promotional and grant-related materials.
- g. Manage all financial accounting and documentation related to the Grant.

Section 3. Responsibilities of College Station. The City agrees to:

- a. Aid in the development of the grant application in accordance with the Levitt Foundation's guidelines and deadlines.
- b. Provide a formal letter of partnership/support for ACBV's application to the Grant.
- c. Commit to providing matching funds and/or in-kind support required by the Grant guidelines, valued at a minimum of \$28,000 - \$40,000 per year for three years for a total of \$84,000 - \$120,000. Final amounts and breakdowns will be agreed upon in coordination with project needs and the number of concerts produced.
- d. Actively participate in the planning, coordination, and oversight of project implementation. This includes joint efforts with ACBV in areas such as concert planning, artist engagement, public outreach, community partnerships, and event production.
- e. Assist in identifying and securing the venue for the concert series.
- f. Support promotional activities by leveraging city communication channels (e.g., social media, newsletter, website).
- g. Offer and subsidize city services when feasible for public safety, permitting, sanitation, staging, and other event production needs, subject to availability, internal regulations, and mutual agreement with ACBV.
- h. Participate in regular planning meetings to ensure coordination and alignment on project goals.
- i. Ensure in good faith any City staff involved are available and responsive during the planning and event periods.

Section 4. Joint Responsibilities. Both parties agree to:

- a. Work collaboratively to ensure successful application, funding, and implementation of the project.
- b. Share information and updates in a timely and transparent manner.
- c. Promote inclusive community participation and engagement throughout the project.
- d. Maintain all records and documents related to their responsibilities under this MOU.

Section 5. Term. This MOU shall commence upon the Effective Date of this MOU (as hereinafter defined) and shall terminate upon the earlier of: (a) completion of the Grant award notification if the application is not awarded by the Levitt Foundation to the ACBV, or (b) if awarded, this MOU

will terminate upon a separate binding agreement having been entered into by the Parties setting forth funding obligations and responsibilities of the Parties.

Section 6. Termination. This MOU may be terminated by either party at any time without cause prior to the expiration of the MOU provided written notice is given to the other party thirty (30) days in advance.

Section 7. Effective Date. This MOU goes into effect when the MOU is signed by the last signing party, as indicated by the date under that party's signature ("Effective Date"),

Section 8. Governing Law. This MOU shall be governed by the laws of the State of Texas and venue shall be Brazos County, Texas.

Section 9. Amendment of MOU. No modification, rescission, waiver, release or amendment of any provision of this MOU shall be made except by a written agreement executed by each of the Parties.

Section 10. Entire Agreement. This MOU constitutes the entire understanding and agreement of the Parties concerning this subject. This MOU integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the Parties concerning all or any part of the subject matter of this MOU.

Section 11. Independent Contractor. For the purposes of this MOU and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

Section 12. Indemnification and Release.

Indemnification. The ACBV shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the ACBV and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the ACBV, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

Release. The ACBV assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof,

for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the ACBV's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the ACBV, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

Section 13. Insurance. Each Party shall maintain sufficient insurance for the Term of this MOU.

Section 14 Non-Binding. This MOU is intended to constitute an expression and mutual understanding of the Parties' willingness to work collaboratively in support of the Grant application. The Parties agree this MOU creates no legally binding or enforceable rights or obligations.

The MOU Effective Date is the date of the signature last affixed below.

THE ARTS CENTER OF BRAZOS VALLEY CITY OF COLLEGE STATION

By:_____

Printed Name:_____

Title:_____

Date:_____

By:_____

City Manager

Date:_____

APPROVED:

City Attorney

Date:_____

Assistant City Manager/CFO

Date:_____