



Public Art for Communities Grant Program
2016
Between the Lansing Economic Area Partnership (LEAP) and
CITY OF CHARLOTTE

This Contract Agreement, entered into this _____ day of March, 2016 by and between the Lansing Economic Area Partnership (LEAP), and City of Charlotte hereinafter referred to as the "Grant Recipient").

The Grant Recipient agrees to accept the grant funds and carry out the project/event pursuant to the requirements of this Contract Agreement in a lawful, satisfactory and proper manner and in accordance with all requirements of the Contract Agreement.

1. **Project/Event Description:** The Grant Recipient will use the grant funds to contract with a local artist for the placement of permanent sculpture located in downtown Charlotte.
2. **Grant Term:** The project/event is to be accomplished within the grant period of March 9, 2016 through October 31, 2016.
3. **Inspection of Project/Event:** The Grant Recipient agrees to an onsite review and monitoring as conducted by a staff member of the Lansing Economic Area Partnership (LEAP).
4. **Choice of Piece:** The Grant Recipient agrees to solicit proposals through an RFP process upon being named a recipient of funds. A panel or designated committee will review proposals and make an appropriate choice for artist and piece of art. LEAP reserves the right to reject the chosen piece before it is commissioned.
5. **Promotion:** The Grant Recipient agrees to include the Lansing Economic Area Partnership (LEAP) logo as well as the PNC logo prominently displayed on all promotional materials along with the following statement: "This project was made possible by a grant from the Lansing Economic Area Partnership (LEAP) with support from PNC". Examples of these materials must be included in the final report. LEAP reserves the right to arrange a press event dedicating the completed piece in partnership with the Grant Recipient with a speaking role offered to LEAP's President and CEO.
6. **Grant Amount:** The maximum amount of the grant hereby awarded is **\$10,000**. One-half of the grant funds will be distributed upon return of the signed Contract Agreement. The remaining one-half of the grant funds will be distributed upon approval and installation of the piece no later than October 31, 2016.

A final report will be required at the end of project completion. Failure to submit a final report will jeopardize the remaining one-half of grant funds as well as future LEAP funding.

Initial _____

In the event that the grant funding provided pursuant to this Contract Agreement is not sufficient to complete the project/event for which the grant was approved, the Grant Recipient shall complete the project/event and assume responsibility for any additional expenses in excess of the grant award amount.

7. **Modifications:** The Grant Recipient must obtain written authorization from LEAP before implementing any change that materially alters the project/event as originally proposed, including but not limited to, new activities and alteration of the existing project event. The Grant Recipient shall immediately notify the Lansing Economic Area Partnership (LEAP) if a change in the project/event is required, or if the project/event cannot be implemented as projected. Any proposed change in the project/event is subject to written approval by the Lansing Economic Area Partnership (LEAP). Failure in doing so will jeopardize the remaining one-half of grant funds as well as future LEAP funding.

Initial _____

8. **Final Report:** The Grant Recipient agrees to submit to the Lansing Economic Area Partnership (LEAP) a final report within 30 days after completion of the project or no later than October 31, 2016, whichever occurs earlier. The final report must include a financial statement of revenues and expenditures with proof of expenditures used with LEAP funds and a narrative report of activities. Final reporting information forms are available by email from LEAP.

Initial _____

9. **Continued Funding:** LEAP makes no implied or explicit guarantee, offer or representation of future funding from LEAP beyond termination of this Contract Agreement.

10. **Accounting:** The Grant Recipient agrees to maintain records in accordance with generally accepted accounting practices, to retain these records for a period of not less than three years from the date of the final report and to make this accounting available for audit by appropriate staff of the Lansing Economic Area Partnership (LEAP).

11. **Liability:** Any liability resulting from activities engaged in by the Grant Recipient shall be the sole responsibility of the Grant Recipient. If the art is placed in the public right-of-way, The Grant recipient must acquire liability insurance naming the Lansing Economic Area Partnership (LEAP) as additional insured. Additionally, the Grant Recipient agrees to hold the Lansing Economic Area Partnership (LEAP) harmless in the event of any claim arising out of the activities described herein. If the art is to be placed on private property, the Grant Recipient must secure a written statement signed by the property owner agreeing to hold the Lansing Economic Area Partnership (LEAP) harmless in the event of any claim arising out of the activities described herein.

12. **Certifications:**

- a. The Grant Recipient hereby certifies that there has been no known change in the project/event as described in the grant application.
- b. The Grant Recipient hereby agrees to implement the project/event as defined in this Contract Agreement and that the funds made available will be used only as set forth in this Agreement.

City of Charlotte and the Lansing Economic Area Partnership (LEAP) have executed this Contract Agreement as of the date first above written.

Lansing Economic Area Partnership (LEAP)

City of Charlotte

By: _____
Robert L. Trezise, Jr., President & CEO

By: _____
(Authorizing Grant Recipient Signature)