## **LPG 2023-2024 GRANT AGREEMENT**

Funding Period - October 1, 2023 to September 30, 2024

The Regional Arts Council (hereafter referred to as RAC) and

(hereafter referred to as "Grantee") do hereby enter into this agreement under the following terms and conditions:

#### **SERVICES**

Grantee agrees to furnish the services described in the original grant application or as amended, see Attachments A and B, within the grant period of October 1, 2023 and September 30, 2024.

# **GRANT AWARD**

The RAC hereby agrees to pay Grantee a maximum sum of conditioned upon the availability of funds appropriated to the Division of the Arts by the State Legislature. This sum shall be paid in two payments: 75% of the grant award after receipt of the signed Grant Agreement and Request for First Payment and the final 25% upon receipt and approval of the Final Report and Request of Final Payment. The final 25% will be reimbursement for funds already spent; grantee shall spend 100% of the grant award prior to submitting the Final Report and Request of Final Payment.

#### **ACKNOWLEDGMENT STATEMENT**

"Supported by a grant from the Louisiana Division of the Arts, Office of Cultural Development, Department of Culture, Recreation and Tourism, in cooperation with the Louisiana State Arts Council, as administered by the RAC. Funding has also been provided by the National Endowment of the Arts." This statement shall be prominently displayed next to the official logos of the Louisiana Division of the Arts, the RAC and the National Endowment for the Arts on ALL printed and broadcast promotion, publicity, advertising, press releases and printed programs associated with the grant.

# **GRANT AGREEMENT**

Grantee shall upload the signed Grant Agreement in Submittable. Any and all changes to the grant project will be listed and explained in Attachments A and B to the Grant Agreement. All changes to the project shall be submitted for RAC approval prior to the start of the project. Failure to submit the Grant Agreement prior to the start of the project or failure to request RAC approval for project changes before enacting them will result in cancellation of the grant award.

# **FINAL REPORT**

Grantee shall submit a Final Report in Submittable no more than thirty (30) days after completion of the Services specified in this agreement. Completion of the Final Report requires documentation of all expenses, a full review and evaluation of the project, and proof that the acknowledgment statement and logos were included in ALL printed and broadcast promotion.

### **DOCUMENTATION**

Grantee must retain all of its records and supporting documentation applicable to the Grant Agreement for a period of three years, and make all such records and supporting documentation readily available upon request for inspection or audit by representatives of the RAC.

## **CANCELLATION**

Grantee shall be liable for all grant funds not used in accordance with the terms and conditions of this Agreement and the approved budget. If the Grantee is unable to perform the service agreed to, the Grantee shall so notify the RAC in writing before the expiration date of said services and thereby acknowledge the automatic cancellation of the grant, unless such notification contains a request for an amendment as provided.

#### SITE VISITS

Grantee agrees to provide the RAC with a schedule of grant activities prior to the start of the grant project so that members of the Louisiana State Arts Council, the Division of the Arts staff, and the RAC will have an opportunity to report and appraise projects supported by Louisiana Project Grants. If the program is not free to the public, Grantee will provide the RAC with two complimentary tickets to the program.

### **RELEASE**

The Grantee shall indemnify and save harmless the RAC against any and all claims, demands, suits and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act or omission, operation or work of the Grantee, his agents, servants, or employees while engaged upon or in connection with services required or performed by the Grantee hereunder. In Addition, the grantee also gives permission to LDOA, RAC and NEA to use photos or videos associated with this project for presentation, to include, but not limited to, publicity, illustration, advertising and web content.

## **REGULATIONS**

Grantee must comply with all state laws applicable to the grants program and to those federal laws required by the National Endowment of the Arts including the Drug-Free Workplace Act of 1988 and Section 504 of the Rehabilitation Act of 1973. Grantees must also comply with administrative requirements of the state and any additional requirements by the National Endowment for the Arts including those promulgated by the Office of Management and Budget (OMB): OMB Circular A-102 if the grantee is an agency of state or local government or OMB Circulars A-110 or A-133 if the grantee organization is a non-profit organization or university. Grantee is prohibited from engaging in political activity. No funds provided by a Louisiana Project Grant shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

**ADDENDUM**: Grant funds are available contingent upon funding from the State of Louisiana's Legislature as distributed through the Department of Culture, Recreation and Tourism, Office of Cultural Development, Division of the Arts. Any budget cuts to the State of Louisiana's General Operating Budget may affect the grantee's award amount. Should a cut occur, the final payment of 25% of the grant award may be reduced.

**GRANTEE SIGNATURE:** The grantee hereby gives assurances that the grantee has read and understands the Grant Agreement and Addendum.

Note: One "Witness" signature is required under the grantee signature: the witness can be anyone who witnesses the official signing of the document.

IN WITNESS WHEREOF, the parties have executed this GRANT AGREEMENT as of the date herein written.

GRANTEE AUTHORIZING OFFICIAL	
TITLE	
DATE	