



ARTS COMMISSION

Engaging Community Through Authentic Artistic Experiences

MEMBERS

VACANT, Chair
Meegan Holland, Vice Chair
Matt Borghi-Weil
Tedda Hughes
Karen Jennings
Gabrielle Kindig
Laura Scales
Wendy Sylvester-Rowan
Abigail Tykoeki

City Council Liaison
Councilmember Jessie Gregg

Staff Liaison
Heather Majano
(517) 319-6804

City of East Lansing
PARKS AND RECREATION
DEPARTMENT
410 Abbot Road
East Lansing, MI 48823

(517) 337-1731
www.cityofeastlansing.com

AGENDA

January 16, 2020

5:30 PM

54B District Court, Courtroom 1, 101 Linden Street

- 1) **Opening** **5:30 PM**
 - A) Roll Call
 - B) Approval of Agenda for January 16, 2020
 - C) Approval of Minutes for December 19, 2019
- 2) **Election of Officers** **5:40 PM**
 - A) Election of Chairperson
 - B) Election of Vice-Chairperson
- 3) **Communication from the Audience** **5:50 PM**
- 4) **Written Communications** **5:55 PM**
- 5) **Reports** **6:00 PM**
 - A) Chairperson
 - B) Council Liaison
 - C) Staff Report
- 6) **Committee Reports** **6:15 PM**
 - A) Other
- 7) **Business Items** **6:20 PM**
 - A) Ordinance 1339 Applications
 - B) Cultural Arts Grant Agreement
 - C) Other
- 8) **Discussion Items** **6:40 PM**
 - A) Ordinance 1339 Program Update
 - B) Other
- 9) **Adjourn** **6:50 PM**



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Minutes

December 19, 2019

5:30 PM

54B District Court, Courtroom 1, 101 Linden Street

Present: Vice-Chairperson Meegan Holland, Commissioners Tedda Hughes, Karen Jennings, Gabrielle Kindig, Laura Scales, Wendy Sylvester-Rowan and Abigail Tykocki

Absent: Commissioner Matt Borghi-Weil

Others: Council member Jessy Gregg, Staff person Heather Majano

1) Opening

A) Roll Call

Meeting called to order at 5:30 p.m.

B) Approval of Agenda for December 19, 2019

Moved by Commissioner Jennings, seconded by Commissioner Scales to approve the December 19, 2019 Agenda as presented

Yays: All

Nays: None

C) Approval of Minutes for November 21, 2019

Moved by Commissioner Jennings, seconded by Commissioner Scales to approve the November 21, 2019 Minutes as presented

Yays: All

Nays: None

2) Communication from the Audience

None

3) Written Communications

None

4) Reports

A) Chairperson

Position vacant. Vice-Chairperson Holland expressed interest in the Chairperson position for the election at the January 16, 2020 meeting.

B) Council Liaison

The Evergreen RFP looks promising for art. Council is engaging a parking task force and is asking for feedback on parking. Council member Gregg is

also the liaison to the East Lansing Public Library and will be keeping the Commission up to date on collaboration opportunities. They are currently working on an interactive children's garden. Yard waste bag cost has decreased.

- C) East Lansing Arts Festival Liaison
The East Lansing Art Festival is currently accepting artist applications.
 - D) Staff Report
Commissioner Hughes was reappointed to a full term. Crystal Award nominations are being accepted.
- 5) Committee Reports**
- A) Cultural Arts Planning
 - i. Date for goal setting meeting
Vice-Chairperson Holland reviewed the historic process of the Cultural Arts Planning process for new members.
Commissioners agreed to add a brainstorming session to the February 20, 2020 agenda. All Commissioners will come to the February meeting with "3 hills they're willing to die on."
 - ii. Other
- 6) Business Items**
- A) Ordinance 1339 Applications
Staff member Longpre will have an update prepared for the January 16, 2020 meeting
 - B) Resolution in honor of Sarah Gonzales-Triplett
Moved by Commissioner Hughes, seconded by Commissioner Kindig to approve the resolution for former Chairperson Triplett as presented
Yays: All
Nays: None
 - C) Joint Exhibit at SCENE MetroSpace and Use of 2020 Public Art Funds for the Project
Commissioner Hughes presented the opportunity to have Keith Secola Jr. host a workshop and demonstration at SCENE MetroSpace with an exhibition from February 21 – March 27, 2020. A piece of Mr. Secola's art will be purchased by the Commission for the City of East Lansing.

Moved by Commissioner Scales, seconded by Commissioner Jennings to approve spending \$3,000 on Keith Secola Jr.'s art piece and demonstration.
Yays: 6
Nays: None
Recused: 1 – Commissioner Hughes

D) Other

Commissioner Jennings reminded the Commission that the Clerks office is looking for poll workers for the upcoming election.

7) **Discussion Items**

A) Other

8) **Adjourn**

Moved by Commissioner Hughes, seconded by Commissioner Scale to adjourn the meeting at 7:03 p.m.

Yays: All

Nays: None



PARKS, RECREATION AND ARTS

Quality Services for a Quality Community

MEMORANDUM

TO: Arts Commission

FROM: Heather Majano, Art Festival and Art Initiatives Coordinator
Wendy Wilmers Longpre, Assistant Director

DATE: January 14, 2020

SUBJECT: Draft Cultural Arts Grant Agreement

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Annually, the City of East Lansing offers Cultural Arts Grants to artists or organizations to support public art programs that provide art experiences to East Lansing residents. The Arts Commission oversees this program.

East Lansing Cultural Arts Grants typically range in value from several hundred dollars to several thousand dollars and the funds are disbursed at the time of grant award. Recipients are required to submit a final report once the art program is completed.

It is standard practice for granting agencies to require grantees to enter into an agreement or contract outlining the parameters under which they are receiving grant funds and committing them to fulfilling the grant requirements. Staff is recommending that a Grant Agreement become incorporated into the 2021 Cultural Arts Grant Program as a requirement.

Attached is a draft Agreement for Cultural Arts Grant Award for this purpose. The Agreement has been approved as to form by the City Attorney. With Commission support the 2021 Cultural Art Grant Program will include this Agreement.

**Agreement between
the City of East Lansing
AND
<insert org here>
FY 2020 Cultural Arts Grant Award**

This CONTRACT is made on <date> between <organization> (the "GRANTEE") and the City of East Lansing ("CITY") who hereby agree as follows:

GRANTEE contact information:

<name>

<address>

<phone number>

<email address>

This CONTRACT must be signed and returned to the City by the GRANTEE no later than <date>

1. CONTRACT Term

This CONTRACT shall commence on date set forth above and terminate upon completion and submission of the final report which is due within 30 days of PROGRAM completion or by <date> whichever is earlier unless this CONTRACT is terminated earlier by the GRANTEE pursuant to Section 4.

2. Services

The GRANTEE shall provide the following PROGRAM: <GRANTEE>

The PROGRAM shall be provided in accordance with the Cultural Art Grant Application dated <date>.

The GRANTEE shall submit to the CITY the date, time and location of any public activities conducted in connection with this CONTRACT.

The GRANTEE agrees to prominently display the CITY name and logo in printed materials and to include support credit in any broadcast promotion.

In order to provide the CITY and appropriate evaluators and staff the opportunity to appraise the nature and caliber of activities supported by City of East Lansing funds, the GRANTEE agrees to admit said individuals to PROGRAM activities without charge and to cooperate with in-depth reviews and evaluations as may be required.

The GRANTEE shall submit a final report within 30 days of the program completion. The report shall contain all of the following:

- a. A financial statement and report of activities based on the final report form upon completion of the service period
- b. A review of the program, including an estimate of attendance and types of activities
- c. Images of advertising that included East Lansing Arts Commission

3. **Terms and Conditions of Payment**

In consideration of Grantees performance of the services specified in paragraph 2, the CITY shall pay the GRANTEE <\$\$\$> as specified below:

- a. The sum of <\$\$\$> is to be paid by the CITY to the GRANTEE on <date> provided the GRANTEE returns this signed CONTRACT to the CITY by the deadline specified above.
- b. Retention of the grant payment by GRANTEE is subject to and conditioned upon the GRANTEE's compliance with the terms and conditions set forth in this CONTRACT.
- c. Failure by the GRANTEE to fulfill these conditions shall result in a notice by the City of a breach of the agreement.
- d. If the GRANTEE fails to cure the breach and comply with any of the requisite conditions within 20 days, the CITY shall not be liable for payment of the sums identified herein and the GRANTEE shall return all disbursed funds to the CITY within 30 days of receiving notification of failure to cure and non-compliance from the CITY.

4. **Termination of CONTRACT by GRANTEE**

This CONTRACT may be terminated by the GRANTEE for any reason upon five (5) days written notice to the CITY. Upon termination, the GRANTEE shall return all disbursed funds to the CITY and the CITY shall have no further liability or obligation to make payments set forth in Section 3.

5. **Accounting and Administrative Requirements**

The GRANTEE shall maintain appropriate documents, journals, ledgers and statements in accordance with generally accepted accounting practices, retain these records for a period of not less than three (3) years from the date of completion of the final report prepared pursuant to Section 3 and make these documents available for examination and audit by appropriate agents of the State and/or Federal Government.

6. **Equal Opportunity**

Civil Rights Ordinance. The GRANTEE agrees that it will comply with the CITY's Civil Rights Ordinance, Article II, Chapter 22 of the Code of the City of East Lansing, which in part requires that an employer not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment including benefit plan or system, or a matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, student status, because of the use by an individual of adaptive devices or aids, or because of an arrest record

when a conviction did not result, except as allowed under Section 22-33(b)(6) of Chapter 22. An employer may apply to the City Human Relations Commission for an exemption on the basis that religion, national origin, age, sex, height, weight, marital status, sexual orientation, gender identity or expression, or student status is a bona fide occupational qualification reasonably necessary to the normal operation of the business or enterprise. Further, for CONTRACTs in which the total CONTRACT price will be \$20,000.00 or more, the City's Civil Rights ordinance also prohibits discrimination on the basis of marital status, sexual orientation, or gender identity or expression by the GRANTEE failing to provide employment benefits for employees with domestic partners that it otherwise provides for the spouse of a married employee. These requirements of Article II, Chapter 22, shall be considered material terms of this Agreement, and breach of any of these requirements will be regarded as a material breach of this Agreement.

7. **Indemnity.** The GRANTEE shall, to the fullest extent permitted by law pursuant to MCL 691.991(2), defend, indemnify and hold harmless the CITY, and all of its elected and appointed officers, agents, servants, and employees from any and all claims or threats of claims, damages, losses, expenses, liability, judgment, or liens, including reasonable attorney fees and other costs of defense arising out of any acts or omissions by GRANTEE or by anyone acting on their behalf under or in any matter connected with this CONTRACT. The GRANTEE's obligations to indemnify the CITY are supplemental to any insurance required under this CONTRACT and shall survive the expiration, non-renewal, or termination of this CONTRACT.
8. **Limitation of Liability.** Except for indemnification and those matters required to be insured pursuant to this CONTRACT, neither party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
9. **Independent Contractors.** The parties agree that GRANTEE is an independent contractor as that term is commonly used and GRANTEE'S employees are not and shall not be considered subcontractors or employees of the City and GRANTEE has no authority to bind the City in any manner. GRANTEE shall be solely responsible for the withholding and reporting of all federal, state, and local income and employment taxes. GRANTEE acknowledges that it is not insured in any manner through the City for any bodily injury, personal injury, or property loss whatsoever.

10. Entire CONTRACT

This CONTRACT is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the GRANTEE and the CITY, whether expressed, implied, or oral for this PROGRAM. This CONTRACT constitutes the entire agreement between the parties herein and may not be amended or assigned except by written instrument executed by both parties prior to the termination date set forth in Section 2. The GRANTEE agrees to inform the CITY in writing immediately of any proposed changes of dates or services described in Sections 2 and 3, as well as changes of address or personnel affecting this CONTRACT. If any provisions of this CONTRACT shall be deemed void or unenforceable, the remainder of the CONTRACT shall be valid.

<printed name>

GRANTEE

Accepted by City of East Lansing:

George Lahanas, City Manager

Date

Template Approved as to Form
Thomas M. Yeadon, East Lansing City Attorney

Approved sufficiency of funds:

Jill Feldpausch, Director of Finance

Date