

FORECAST

MIDWEST MEMORY GRANT AGREEMENT

THIS AGREEMENT is effective from January 1, 2025 to December 31, 2026, by and between FORECAST PUBLIC ART (“Forecast”), a non-profit organization, located at 2380 Wycliff St #200, St Paul, MN 55114, and _Keweenaw Bay Indian Community_ (“Project Representative”), a recipient of a Midwest Memory Grant from Forecast. The work proposed in the grant application will hereafter be referred to as “Project”.

Main Contact Name (hereinafter referred to as Project Representative): Keweenaw Bay Indian Community (KBIC)

Address: 16429 Beartown Rd.

City, State, Zip: Baraga, MI 49908

Preferred Phone: 906-353-6623

Preferred E-mail: ccowell@kbic-nsn.gov/blapointe@kbic-nsn.gov

Project Title: Seven Grandfather Teachings Monument

Contract/payment contact information:

Name: Keweenaw Bay Indian Community

16429 Beartown Rd.

Baraga, MI 49908

Contact information: Brigitte LaPointe-Dunham, CEO

The Project Representative and Forecast agree to the following obligations for the Midwest Memory Grant:

1. **Allocation of Funds:** Forecast Executive Director (“Executive Director”) or other designated Forecast staff persons have the authority to allocate all funds pertaining to this project. Forecast will provide Project Representative with a grant of \$110,000 to complete the project in accordance with the budget and timeline information submitted with the application. Any revisions to the timeline or budget must be approved by Forecast before execution of this agreement.
 - \$85,000 will be paid after an orientation meeting in January and completion of this signed contract and the Grantee Information Form on Submittable (including a signed contract and W9).

- \$75,000 of this first payment support your project expenses
 - \$10,000 of this first payment supports payments to cultural advisors
 - \$25,000 will be paid following the completion and approval of the capacity building plan, a payment will be made in June 2025.
- 2. **Expectations:** Project Team is expected to:
 - Participate in a virtual kick off orientation session
 - Participate in all in-person retreats (2 total, locations and dates forthcoming)
 - Participate in all virtual cohort gatherings (quarterly)
 - Participate in intake meeting(s) with Forecast to complete and approve a Capacity Building Plan
 - Participate in meetings with your Forecast Technical Assistance provider
 - Provide a final written report at the end of the grant period
 - Share about your project in public virtual events, as needed and requested
 - Participate in evaluation and documentation of your project with Forecast's team
- 3. **Support:** Forecast agrees to provide Project Team with up to 80 hours of technical assistance support throughout the two-year timeline of the project, and will collaboratively create a Capacity Building Plan. Project Team will have access to Forecast's team of Technical Assistance providers, and will be matched with these providers based on identified needs throughout the project period.
- 4. **Publicity:** Forecast agrees to provide publicity for projects and grant related events. Forecast will provide the Project Representative with a program logo and acknowledgment tag line for use in any printed materials (i.e. programs, press releases, signage, flyers, etc.) generated by the Project Representative about the Project. The Project Representative will provide Forecast with written information for media releases and documentation materials as early as possible (ideally two months prior to any public event), including dates, times, information, and a descriptive statement for any public events, workshops, performances related to the Project that the Project Team would like Forecast to promote.
- 5. **Acknowledgement:** The Project Representative agrees to acknowledge that any public event related to this grant is a Forecast activity, and Forecast shall have the right to ensure that all materials related to the event properly credit Forecast Public Art. Recipients agree to use the publicity materials (logo, etc.) given them by Forecast in any printed materials (i.e. signage, programs, press releases, public interviews, etc.). This includes acknowledgement of the Mellon Foundation as the sponsor. In the case of projects with budgets that include funds from other sources, it is the responsibility of the Project Representative to ensure that Forecast is involved in any marketing/publicity decisions regarding the Project and is properly acknowledged, as outlined above, in any written materials.
- 6. **Insurance & Ownership:** Project Team agrees to carry liability and auto insurance. Proof of insurance shall be provided to Forecast upon request. Forecast does not own or hold responsibility for any physical manifestations developed during the grant cycle unless otherwise agreed upon or approved by Forecast and Project Representative.
- 7. **Copyright:** All materials produced by Project Team in connection with the Project shall remain the copyright of the members of the Project Team. The Project Team grants *Forecast a royalty-free, worldwide, irrevocable license to use images of selected designs and completed or in-process work of the Project Team and affiliated Artists for non-commercial, fundraising, educational, or promotional purposes in print or electronically.*
- 8. **Compliance & Safety:** In the performance of the Project, the Project Team shall comply with all applicable federal, state, Tribal, and local laws, rules and regulations. It is understood that all precautions will be taken by the Project Team to discourage safety hazards, and to practice safe working methods.
- 9. **Independent Contractor:** This agreement does not create or imply an employer-employee relationship between Forecast and the Project Representative or Team. The Project Team understands and agrees that they are independent contractors and will not receive any benefits as a part of this Agreement. Any changes to this agreement must be made in writing and

approved by the Executive Director of Forecast before being considered part of this agreement. Failure to fulfill the terms of this Agreement will result in the termination of this Agreement.

10. **Subcontracting:** Grant funds may be used to subcontract the City of Marquette, MI for implementation of grant related activities.
11. **Representative & Creator:** The Project Representative will serve as the representative for the project, and all of the project participants as listed in the proposal. The Project Representative warrants that the Project is the original product of the Project Team's own creative efforts. The Project Representative agrees that all deliverables proposed in the grant application will be clear of any liens or claims arising from any source whatsoever. The Project Representative is responsible for any purchasing of materials or equipment rental associated with the Project and will ensure all appropriate permits and permissions are secured in advance of Project-related activities. Forecast should be notified of any changes to the Project Representative.
12. **Adherence to Proposal:** The Project Team agrees to produce the proposed work(s) in accordance with the application.
13. **Project Reporting:** The Project Representative will supply Forecast with a written final report at the end of the grant period (template to be provided by Forecast). The Project Representative will supply Forecast with images, documentation, and copies of press coverage of the Project.
14. **Indemnity:** Project Representative shall indemnify and hold harmless Forecast against and in respect to any and all claims as to theft or damage of the project materials, and as to any and all liability claims. Project Representative shall indemnify, defend, and hold harmless Forecast against and in respect to any and all claims, costs, and expenses (including, without limitation, attorney's fees) that Forecast shall incur or suffer, which arise, or result from, or relate to any breach of, or failure by the Project Representative to perform any of the representations, warranties, covenants, or agreements in this Agreement or in any other instrument furnished or to be furnished by Project Representative under this agreement, including, but not limited to claims for infringement of copyrights.
15. **Jurisdiction, Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota. Any dispute between the parties shall be venued in Ramsey County, Minnesota.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written. Please retain a signed copy of this contract for your files, and return a signed copy to Forecast.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written. **Please retain a signed copy for your file, and return a signed copy to FORECAST no later than February 15, 2025**

Signed:

Brigitte LaPointe-Dunham

Forecast:



Project Representative name (print):

Brigitte LaPointe-Dunham, CEO

Theresa Sweetland, Executive Director

Address: 16429 Beartown Rd.
Baraga, MI 49908
906-353-6623
Blapointe@kbic-nsn.gov