



2024-2025 Arts for Towns Grant Agreement

THIS AGREEMENT, made and entered into this 13th day of June 2024, by and between United Arts Council of Raleigh and Wake County, Inc., hereinafter referred to as "United Arts," PO Box 26388, Raleigh, North Carolina, 27611 and **The Town of Apex PO Box 250 Apex North Carolina, 27502** hereinafter referred to as "Grantee," for the following grant:

\$5,000

in the Arts for Towns grant category

To hire artist and business owner, Monica Linares, to coordinate a "Weekend of Workshops with Painting Miles".

WITNESS THAT

WHEREAS, the grantee has requested financial assistance for arts programming in Wake County, North Carolina, and has furnished United Arts a true and acceptable narrative and budget for the activities that will occur between July 1, 2024 and June 30, 2025, United Arts desires to award the grantee an amount not to exceed the sum of **\$5,000**.

NOW THEREFORE, by signing this agreement, the grantee agrees to and shall comply with the terms and conditions set forth below and in the enclosures of this contract, including the grant award letter and any stipulations.

1. Payment of Grant Funds

In consideration of the above statements, United Arts shall pay to the grantee the grant amount by check or automatic deposit in the following manner: upon receipt of the required documentation, 100% of the grant amount will be paid.

Regarding payments:

- (a) By June 23, 2024, the grantee shall submit to United Arts: this signed contract
- (b) This agreement is conditioned upon the availability of funds to United Arts.
- (c) The grantee agrees that each of the covenants of United Arts contained herein is dependent upon the fulfillment of all covenants of the grantee contained herein.

2. Use of Grant Funds

The grant funds shall be used solely to support the program listed above and shall not be used for any of the Funding Restrictions described in the [2024-2025 Arts for Towns Grant Guidelines](#).

The grantee shall submit a written description of any changes to programming and staffing from what was submitted in the original application should the funded program need to be revised at any point during the grant period.

4. Management of Grant Funds

The grantee shall maintain complete and accurate records of all activities connected with the grant and shall adhere to standard administrative and accounting practices.

- (a) United Arts, or any duly authorized representatives, shall have access to any books, documents, papers and records maintained to account for funds expended under the terms and conditions of this grant for the purpose of audit, examination, and making excerpts and transcripts.
- (b) The grantee shall maintain grant records for three years from the date of the submission of the final report or from the date, in the case of an audit, when audit findings and recommendations are resolved, whichever is later.
- (c) Recipients are required to submit a written request to make a material change in dates, scope of the funded activities or the budget. The request to make a material change will be submitted to the Vice President for Education and Community Programs for approval and may also be reviewed by the Vice Chair for Grants.

5. Return of Grant Funds

- (a) The grantee shall return any or all of the grant award that is not spent by June 30, 2024, the end of the fiscal year for which the grant is awarded.
- (b) In the event the grantee fails to fulfill the requirements of this contract, United Arts reserves the right to reduce or withhold any and all payment(s) until such time as United Arts, within its judgment, is satisfied that the grantee can fulfill the terms of this contract. If United Arts is not satisfied that the grantee can fulfill the terms of this contract, and if the grantee has previously received any funds from United Arts, the grantee shall reimburse United Arts to the full extent of payments made to the grantee by United Arts.
- (c) United Arts reserves the right to reduce payment(s) in order to recover funds due to United Arts from the grantee. United Arts reserves the right to withhold payments or to require a refund of any unexpended grant funds if, within its judgment, such action is necessary to comply with the requirements of any law or regulation.
- (d) There shall be no variance from this contract without prior written approval of United Arts. If any such change, substitution or variance shall occur, United Arts shall have the right to reduce its obligation under this contract to the extent it judges itself damaged (which judgment shall be conclusive and binding upon the grantee), or United Arts may terminate this contract and thereafter have no further obligation to the grantee.
- (e) United Arts shall not be responsible or liable for any deficit arising from the operation of the grantee.
- (f) If the grantee is unable to complete the funded activities by virtue of any act or regulation of any public authority, or on account of war, labor difficulties, strikes, riots, epidemics, interruption of transportation services, acts of God, or any other cause beyond the grantee's control, United Arts shall be obligated to pay that portion of the amount stated above to the grantee to the extent that the grantee incurred expenses or obligations in connection with the activities, and only to the extent to which obligations could not otherwise be discharged due to the occurrence of one of the above circumstances; and likewise, the grantee shall reimburse to United Arts any amount advanced by United Arts and not so expended or obligated to be spent to that extent stated herein.

6. Nondiscrimination

The grantee shall abide by federal regulations which bar discrimination on the basis of race, color, national origin, disability, age or sex and which require accessibility for persons with disabilities. The grantee shall conduct operations in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and, where applicable, Title IX of the Education Amendments of 1972.

7. Fair Labor Standards

The grantee shall comply with the labor standards set out in the “Labor Standards on Projects or Productions Assisted by Grants from the National Endowments for the Arts and Humanities” which provides for the following:

- (a) All professional performers and related or supporting personnel employed on projects or productions which are financed in whole or in part under the grant shall be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar positions.
- (b) No part of any project or production which is financed in whole or in part under the grant shall be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production. Compliance with the safety and sanitary laws of the State in which the performance or part thereof is to take place shall be prima facie evidence of compliance.

8. Drug-Free Workplace

The grantee shall execute projects, productions, workshops and programs in accordance with the requirements of the Drug-Free Workplace Act of 1988.

9. Acknowledgement

The grantee shall acknowledge the support of United Arts according to the following terms.

- (a) The grantee shall acknowledge United Arts with the appropriate credit line in all promotional materials, i.e., playbills catalogues, newsletters, magazines, invitations, print advertisements, class and workshop promotional materials, media releases, flyers, posters and brochures.
- (b) Credit shall be given to United Arts in proportion to the recognition given to sponsors with comparable funding. The acknowledgement shall take the form of the United Arts logo and credit line. In instances where space permits either the logo or credit line, the credit line shall have preference.
- (c) The credit line shall read: “**The Town of Apex/This program** is supported by the United Arts Council of Raleigh and Wake County.”
- (d) In printed programs and on websites, the grantee shall place an ad (or insert) with artwork/advertisement to be provided by United Arts available at [Grantee United Arts Logos - Google Drive](#)
- (e) The grantee shall be exempt from the logo and credit line acknowledgement requirements in the following instances: print advertisements less than 5” x 7”, radio and television advertisements, letterhead, promotional gifts and tickets.
- (f) When printed programs are not used, verbal credit shall be given.
- (g) The grantee shall reference United Arts via its social media outlets at least three times during the grant period. Please use #WakeArts #Arts919 and tag **@UnitedArtsWake** on Twitter, Instagram, and Facebook.

10. Fundraising and Advocacy Support

The grantee shall actively support United Arts fundraising efforts, including but not limited to the following:

- (a) The grantee shall write letters to Wake County Commissioners to thank them for appropriating funds for their grants and to inform them of their program activities and community impact.
- (b) The grantee shall, if called upon, supply United Arts with a brief presentation about the grantee’s work that was supported by this grant.

11. Reporting Requirements

The grantee shall report promptly and completely on United Arts grants to demonstrate financial and administrative stability and to maintain future funding eligibility. A late report, one received after the due date indicated below, is a violation of this contract. Future funding may be denied based on reporting timeliness.

The grantee shall submit to United Arts a final report for the period July 1, 2024 to June 30, 2025 by July 10, 2025.

Link to the 24-25 Arts for Towns Final Report form: <https://unitedarts.submittable.com/submit/f49f8e11-5189-4332-9370-cee92e29d681/24-25-arts-for-towns-grant-final-report>

12. Notification and Publicity

- (a) Grantees shall provide notification of any public event to United Arts.
- (b) Grantees permit information about their project to be included in publicity about Art for Towns Grants.
- (c) Grantees agree to allow United Arts the right to publicize the grant award, and any subsequent work as a result of the award, including photographs and recordings of the project.
- (d) Grantees should enter all public-facing events (performances, festivals, classes, etc) to the Countywide arts calendars at <https://unitedarts.org/calendar/>. Grantees are also encouraged to submit their grant-supported programs to [visitRaleigh.com](https://www.visitraleigh.com)'s and CVNC's online calendars. For [visitRaleigh.com](https://www.visitraleigh.com), <https://www.visitraleigh.com/events/submit-an-event/>. For [CVNC.org](https://www.cvnc.org), calendar listings should be emailed to events@cvnc.org.

13. Program Evaluation

The grantee shall keep United Arts informed about grant-supported programs and activities. The grantee shall place kschrader@unitedarts.org and jmcewen@unitedarts.org on all appropriate press and emailing lists.

For evaluation and monitoring purposes, United Arts may request a site visit and should be provided by the Grantee two complimentary tickets to all productions/exhibition openings as related to the grant. If not a ticketed event, the grantee shall ensure United Arts receives an invitation in a timely manner.

14. Change in Tax-Exempt Status

The grantee agrees to notify United Arts immediately, in writing, of any changes to its tax-exempt or public charity status, or any such changes proposed by the Internal Revenue Service.

15. Other Conditions

- (a) The relationship between United Arts and the grantee in connection with this grant is one of financial support only, and is limited to the terms of this contract. The grantee is not an agent, an employee or a representative of United Arts and is not to undertake the funded activities as a joint venture with United Arts. The grantee shall not state or intentionally imply any agency, employee, representative or joint relationship with United Arts in any context, contractual or otherwise. The grantee agrees to indemnify and save harmless United Arts from any and all claims of third parties heretofore and hereafter arising, known and unknown, which relate in any way whatsoever to this contract, including but not limited to, copyright infringement, injuries or damages and any other conduct, passive or active.
- (b) The grantee shall not assign this contract or any part thereof without the prior express written consent of United Arts.
- (c) It is hereby agreed that there shall be no additional liability of any kind upon United Arts beyond that agreed to herein.
- (d) This contract shall be governed by the laws of the State of North Carolina. The venue for initiation of any action shall be Wake County, North Carolina.

- (e) This written contract on these pages constitutes the whole contract between the parties hereto as to this grant and shall not be varied from, altered or amended to any degree whatsoever, except by written dated agreement, attached hereto and signed by an authorized, official of each party.
- (f) The grantee agrees to comply with all terms of this contract. Acceptance of this grant award constitutes an obligation upon the grantee to fulfill the terms of this contract.

IN WITNESS WHEREOF, the parties affix their signatures to this contract, executed in duplicate, on the date(s) indicated.

BY: _____ Date
Jennifer McEwen
President & CEO, United Arts

BY: _____ Date
Signature of Authorizing Official
(Person authorized to sign on behalf of **The Town of Apex**)

Typed/Printed Name and Title of above