

ARTS AND CULTURE COMMISSION

A&C PROJECT GRANT CONTRACT

«Grant ID»

«Organization Name»

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ARTS AND CULTURE COMMISSION PROJECT GRANT CONTRACT

This agreement ("Agreement") is entered into at Reno, Nevada, this ____ day of _____, 2023 by and between the City of Reno, State of Nevada (the "City"), and «Organization_Name» ("Grantee").

RECITALS

This Agreement is entered into based upon the following:

A. Arts and Culture Commission was created by the Reno City Council to encourage quality and excellence by area artists and cultural organizations, and to strengthen the awareness and involvement of all citizens in the community's cultural life, both in heritage and in contemporary expressions within the City of Reno.

B. The City desires to provide grant funding for programs or events meeting certain criteria and furthering specific goals and objectives set by the Arts and Culture Commission.

C. Grantee has made application to the City for grant funding for a cultural program or activity to be conducted by Grantee by the submission of a completed 2024 Application and Guidelines for Arts & Culture Project Grants to organizations ("hereafter referred to as the "Application and Guidelines"). A copy of the Application and Guidelines is attached as Exhibit A. All terms and conditions of the Application and Guidelines are incorporated herein by this reference.

D. Grantee's Application and Guidelines have been submitted to and reviewed by the Grants Committee of the Reno Arts and Culture Commission.

E. Grantee represents that all statements made by Grantee in the Application and Guidelines are true and correct to the best of its knowledge.

F. Based upon the recommendation of the Grants Committee of the Reno Arts and Culture Commission, and the Arts and Culture Commission, the City has approved distribution of up to a specified sum of funds to Grantee

pursuant to the terms and conditions of this Agreement provided that the funding of this grant is approved by City Council through the budget for the applicable fiscal year and provided that Grantee complies with all terms and conditions of this Agreement, which incorporates the terms and conditions set forth in the Application and Guidelines.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the Agreement by this reference, the parties mutually agree as follows:

Article 1
Definitions and Attachments

1.1 "Allowable Costs" shall mean all costs properly incurred by the Grantee in accordance with Article 3 of this Agreement.

1.2 "City Staff" shall the person identified as the City's contract administrator in Section 4.11 of this Agreement.

1.3 "Project" shall mean the cultural program, activity or event described in Grantee's Application and Guidelines.

1.4 "Grant Funds" shall mean those funds disbursed to Grantee pursuant to the terms and conditions set forth in this Agreement.

1.5 "Project Coordinator" shall mean the individual designated by Grantee as its primarily point-of-contact for the administration of the Project.

Article 2
Grant Funding

2.1 Funding Amount. In exchange for Grantee's performance of this Agreement, and following receipt by City Staff of satisfactory post-project documentation as specified hereafter, City agrees to disburse Grant Funds to Grantee in a total amount not-to-exceed \$~~«Awarded»~~.00

2.2 Funding Restriction. It is understood and agreed that the amount of Grant Funds distributed under this Agreement will not exceed a sum equal to fifty percent (50%) of the actual Allowable Costs incurred by Grantee in conducting the Project, and the available Grant Funds shall

be automatically reduced as required to comply with this restriction.

2.3 Reduction in Funding. City reserves the right to reduce the amount of Grant Funds disbursed to Grantee upon determination by City Staff that Grantee has failed to comply with any material term or condition of this Agreement.

2.4 Termination. This Agreement may be terminated at any time by written notice from either party, with or without cause. In the event of such termination, Grantee shall be paid for all satisfactory work, unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved.

2.5 Budget Form. Grantee agrees that the Budget Form submitted by Grantee as part of the Application will constitute the "approved budget" for the Project and that any modification, addition, deletion, or any other change to the approved budget must be submitted in writing to City Staff by the Project Coordinator. In the absence of a City Council action increasing the not-to-exceed amount set forth in this Article, in no event shall City be obligated to reimburse Grantee for any costs in excess of the amount set forth in Section 2.1, whether or not those excess costs were incurred pursuant to this Agreement at the direction of City Staff.

2.6 Duty to Provide Funding. Grantee agrees to obtain, incur and document, all expenses, costs, and any other liabilities necessary to conduct the Project and to pay when due, all such expenses, costs and liabilities. The City's obligation to provide Grant Funds pursuant to this Agreement is contingent upon Grantee's timely payment of creditors. In addition, the duty to provide funding is contingent on the approval of funding for this grant in the budget by City Council for the applicable fiscal year.

2.7 Request for Reimbursement. Within forty-five (45) days following completion of the Project, Grantee agrees to request reimbursement of Allowable Costs incurred and paid by Grantee in accordance with the approved budget. Grantee's request for reimbursement shall include a final report containing a detailed description of all Project

related revenues, expenses, attendance numbers and marketing materials.

2.8 Record Inspection and Retention. City Staff or its representative shall have the right to inspect and copy the records of Grantee upon reasonable notice. In addition, if an audit has been performed or is commenced during the term of this Agreement which pertain to Grantee, a copy of such audit shall be provided to the City. Grantee agrees to keep its books in accordance with an approved bookkeeping system, to retain its books and records, including all records relating to the Project, for a period of three (3) years following completion of the Project, and to make such books and records available for inspection by City Staff, or other designated representative of the City, at any time from the effective date of this Agreement until expiration of the required retention period. Grantee understands that Public Records may be open to public inspection and copying under N.R.S. Chapter 239.

2.9 Funding Out. Notwithstanding any other provision of this agreement, in the event that the City has failed to appropriate or budget funds for the purposes specified in this agreement, or that the City has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this Agreement, the City's obligation to fund any unpaid amounts shall be modified or eliminated in accordance with the City's appropriations or budget decision and the Agreement shall be deemed so modified or terminated without penalty, charge or sanction.

Article 3 Use of Grant Funds

3.1 Allowable Costs. Unless specified in writing by City Staff, costs incurred by Grantee in the conduct of the Project for which Grantee may receive Grant Funds as reimbursement, are generally limited to the following:

3.1.1 Administrative. Payments for employee salaries, and benefits specifically identified in the Application and Guidelines, for executive and supervisory administrative staff, program directors, managing directors, and support staff related to the project.

- 3.1.2 Artistic. Payments for employee salaries and benefits specifically identified in the Application and Guidelines, for artistic directors, conductors, curators, composers, choreographers, designers, visual, performing and literary artists related to the project.
- 3.1.3 Technical/Production. Payments for employee salaries, wages, and benefits specifically identified with the Application and Guidelines for technical management, such as, technical directors, wardrobe, lighting, sound crew, stage crews, video and film technicians and preparers of exhibits related to the project.
- 3.1.4 Outside Artistic Fees and Services. Payments to firms or persons for the services of individuals who are not considered employees of the applicant, whose services are specifically identified in the Application and Guidelines, including artistic directors, conductors, curators, composers, choreographers, designers, visual, performing and literary artists serving in non-employee/non-staff capacities. If an expense is for a group of persons, the number and description of the members of the group must be specified.
- 3.1.5 Space Rental. Payments specifically identified with the rental of the offices, rehearsal, performance, theater, and exhibition space related to the project. City funds cannot be used for park rental fees or City of Reno building rental fees nor can they be used for Washoe County facilities.
- 3.1.6 Marketing. Costs for marketing, publicity, or promotion specifically identified in the Application and Guidelines. Do not include payments to individuals or firms which belong under "Personnel." Costs may include advertising, printing, and postage related to marketing.
- 3.1.7 Operating Costs. Remaining expenses which cannot be identified in any of the previously

listed allowable cost categories and are specifically identified in the Application and Guidelines. These costs may include purchase/rental of scripts and scores, costumes, sets, props, equipment, electricity, telephone, storage, general postage, supplies, royalties, insurance, and shipping expenses related to the project.

3.2 Restrictions on Use. Grant Funds may not be utilized for payment of any of the following:

- 3.2.1 Bad Debts. Losses, deficits, and debts incurred from the Project or any past activities.
- 3.2.2 Capital Expenditures. The cost of permanent equipment, construction, and repairs which increase the value or useful life of buildings or equipment, nor for the acquisition of a building or land, or any interest therein.
- 3.2.3 Entertainment Costs. Hospitality, reception and amusement activities, beverages, gratuities, local travel and/or subsistence.
- 3.2.4 Violation of Laws. Costs resulting from violations of or failure of the organization or individual to comply with federal, state, and local laws and regulations.
- 3.2.5 Interest. Interest of any kind paid on loans, notes, borrowed funds, or for any other reason, however presented.
- 3.2.6 Reserve Funds. Contributions to a reserve fund or any similar provision.
- 3.2.7 Scholarships and Awards. Payment or contribution to any form of scholarship, award, research stipend, or funding of educational expenses or costs for students.
- 3.2.8 Lobbying. Costs of publicity or production of materials intended to support, defeat or otherwise influence legislation of any kind by

Federal, State, or Local governments.

3.2.9 Litigation Fees. Legal fees or litigation costs, debt collection costs, contribution, donation and losses on this grant or other grant agreements.

3.2.10 Other. Any other cost or expense which the City Staff, in its sole discretion, deems to be inappropriate.

Article 4 Additional Terms

4.1 Indemnification. To the fullest extent permitted by law, Grantee hereby agrees to indemnify, defend, and hold harmless the City, City Staff, Arts and Culture Commission, Arts and Culture Commission Grants Committee, and each of them, their employees, agents and volunteers (collectively "Indemnitees"), from any liabilities, damages, losses, claims actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Grantee or the employees, agents or clientele of Grantee in the performance of this Agreement. No payment, final or otherwise, shall operate to release the Grantee from any legal obligation under this provision. This section does not waive, and the City may assert, any other defenses, including defenses available under NRS Chapter 41. Grantee assumes no liability for the negligence or willful misconduct of any indemnitee.

4.2 Insurance. If Grantee has general liability insurance, the City shall be named as an additional insured for the term of this Agreement, and for a period of two years after receipt of the grant funds. The City shall be provided a copy of a certificate of insurance issued by an authorized representative of the insurance carrier.

4.3 Legal Actions against Grantee. If any legal action of any nature is filed against the Grantee, Grantee shall notify City Staff within three (3) days of receipt of complaint.

4.4 Authority to enter into this Contract. Each party represents that all required authorizations have been obtained to execute this Agreement and for the compliance with each and every term hereof. Each person signing this

Agreement warrants and presents to the other party that he or she has actual authority to execute this Agreement on behalf of the party for whom he or she is signing. A facsimile signature on this Agreement shall be treated for all purposes as an original signature. This Agreement is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

4.5 Assignment of this Contract. This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not assignable.

4.6 No Joint Enterprise or Other Entity. It is understood and agreed that no employee of the Grantee nor any other person or company hired by Grantee in connection with the Project or otherwise shall, under any circumstance, be deemed to be an employee or member of the City, Arts and Culture Commission, nor Arts and Culture Commission Grants Committee. This Agreement shall not be construed to create any form of partnership, joint venture, employer-employee relationship, principal-agent relationship, or other common entity or enterprise of any kind, between the parties.

4.7 Compliance with Applicable Law. Grantee shall comply with all applicable Federal, State and Local laws and regulations, including, but not limited to, business licensing requirements, worker's compensation and wage and hour laws.

4.8 Interpretation and Severability. This Agreement shall be administered and interpreted under the laws of the State of Nevada. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the district courts of the State of Nevada, County of Washoe.

4.9 Modification. This Agreement is the entire understanding of City and Grantee as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except by written amendment thereto signed by both parties.

4.10 Benefits. This Agreement is entered into solely for the benefit of the parties hereto. It shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement.

4.11 Use of Marketing Materials. Grantee shall be expected to provide all social media account handles/names and will tag City of Reno accounts (@cityofreno, @renobigartslittlecity and others as noted in the award guidelines) in social media posts related to the Project. Additionally, the City of Reno logo shall be printed in all published materials stating sponsorship has been provided by the City.

4.12 Changes to Project. If the project is changed, moved, or results in substantial changes in concept from that of the approved application, Grantee shall notify the Arts and Culture Manager in writing within one week of awareness. If the project changes substantially from the approved application, reduction or removal of funding may occur.

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4.13 Notices. Unless a different address is designated by a party in writing, all notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given by registered or certified mail, return receipt requested, postage prepaid thereon as follows:

<u>CITY:</u> Arts and Culture Manager City of Reno P.O. Box 1900 Reno, Nevada 89505	<u>GRANTEE:</u> «Organization_Name» «Address» «City», «State» «Zip»
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IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the year and date first above written.

GRANTOR:

City of Reno

GRANTEE:

«Organization_Name»

Hillary Schieve
Mayor

«First_Name» «Last_Name»

Title:

ATTEST

Mikki Huntsman
City Clerk

APPROVED AS TO FORM:

Ryan McElhinney
Deputy City Attorney