

# CONTRACT FOR ARTS FUNDING

THIS AGREEMENT, made and entered into July 1, 2008 through June 30, 2009, by and between the **CITY OF AMES, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called "City") and **Friends of Ames Strings** (hereinafter called "Provider"); for funding of said Provider up to and including **\$1,140**.

WITNESSETHS THAT:

WHEREAS, the City of Ames has, by its City Council acting in open and regular session, and through the Commission on the Arts, determined that the Provider has met the criteria established by the City for arts funding and shall receive funds for certain services and facilities in accordance with the written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

## **I: PURPOSE**

The purpose of this Agreement is to procure for the City of Ames and its citizens certain arts-related programs and activities as hereinafter described and set out; to establish the conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms, and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

## **II: SCOPE OF SERVICES**

The provider shall use the funds for the following activities:

***COTA is recommending a grant of \$1,140 for Friends of Ames Strings. This organization offers a two-week workshop every summer at the Ames Middle School. For the workshop, the group invites a director from outside the Ames area to give students an experience that is different from the school year. Besides providing a chance for students to play and improve their skills over the summer, the workshop lets them meet other string players, many from schools with only a few string players who don't get much of a chance for ensemble playing during the school year. In addition, the workshop provides leadership opportunities for more advanced players and high school-aged string coaches.***

## **II: METHOD OF PAYMENT**

All payments made to the Provider by the City of Ames shall be made in accordance with procedures established by the City. All expenditures using funds provided under this agreement shall be supported by properly executed invoices, receipts, vouchers, or other documentation evidencing in proper detail the nature and property of the charges, and shall be spent in providing services to residents of Ames.

## **IV: SPECIAL CONDITIONS**

The City shall have access to all records relating to the expenditure of funds provided under this Agreement. The City shall require an annual report on the expenditure of funds which shall include, but not be limited to, a summary of how the funds were spent and number of persons benefiting from these funds.

All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any disbursement under this Agreement, conduct a pre-audit of recordkeeping and financial accounting procedures of the Provider. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the City.

At such time and in such form as the City may require, there shall be furnished to the City such statements, records, reports, data, and information including any such reports or information as the Provider is required to complete to receive State or Federal funds. These records shall be made available to qualified City personnel for the purpose of conducting management or financial audits or program evaluations, provided however, that such personnel may not, directly or indirectly, identify any individual client in any respect of such audit or evaluation.

Further, the Provider warrants that any material used in connection with services provided under this grant shall not violate any copyright laws; at the request of the City, the Provider shall produce documentation of permission to use any such copyrighted material. In addition, the City may require proof of permission by license holders to videotape, replay, and/or broadcast any performance or activity conducted under this contract. The Provider agrees to indemnify and hold harmless the City of Ames for any damages which may arise out of a violation of this paragraph.

## **V: DISCRIMINATION PROHIBITED**

In accordance with Chapter 14 of the Municipal Code, no person shall, on the grounds of race, color, creed, religion, national origin, disability, sexual orientation, or sex be excluded

from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Agreement.

**VI: DURATION**

This Agreement shall be in full force and effect from and after July 1, 2008, through June 30, 2009, or, until terminated by resolution of the City Council of the City of Ames, Iowa. The City Council may terminate this Agreement prior to June 30, 2009, by giving written notice to the Provider at least sixty (60) days before the effective date of such termination. From and after the effective date of termination, no further disbursement under this Agreement shall be made by the City. Any money disbursed to the Provider and unencumbered or unspent as of the effective date of termination, shall be repaid to the City.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

**CITY OF AMES, IOWA**

ATTEST:

BY \_\_\_\_\_  
Ann Campbell, Mayor

\_\_\_\_\_  
Diane Voss, City Clerk

FOAS

Organization Address (please print):

BY Virginia G. Dowling  
Authorized Representative

427 Douglas Ave  
Ames, IA 50010

Print Name:  
Virginia G. Dowling

Phone Number:  
232-260