

CONTRACT FOR ARTS FUNDING

THIS AGREEMENT, made and entered into August 11, 2009 through December 31, 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 **The Octagon Center for the Arts** (hereinafter called "Provider"); for funding of said Provider up to and including **\$685.00**;

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 recommends \$685 for an exhibit during the summer of 2009 entitled *Kooser Impact*. The money will help serve as an honorarium for Ted Kooser to travel to Ames and present both a Public Poetry Reading and book signing on August 2nd in conjunction with an exhibit that honors his poetry. Funds will also help cover the cost of the exhibit's transportation to and from Nebraska and promotion of the exhibit.

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, 2009, through December 31, 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 December 31, 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

The Octagon Center for the Arts

Organization Address (please print):

BY _____
Authorized Representative

Print Name:

Phone Number:
