

MAIN STREET CULTURAL DISTRICT AGREEMENT

THIS AGREEMENT, made and entered into effective the 1st day of July, 2011, by and between the CITY OF AMES, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter called "City") and AMES CHAMBER OF COMMERCE, an Iowa non-profit corporation d/b/a AMES MAIN STREET CULTURAL DISTRICT (hereinafter called "District");

W I T N E S S E S T H A T :

WHEREAS, the City has determined that certain services that can be provided to the City by the District, as hereinafter described and set out, should be purchased by the City from the District in accordance with the terms hereinafter stated; and,

WHEREAS, the parties hereto desire to make a contract and agreement for the purchase of services as aforesaid;

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

I.

PURPOSE

The purpose of this Agreement is to secure the services of an agency that will plan and coordinate public events on and in the vicinity of Main Street, Ames, Iowa for the economic and cultural enhancement of the community of Ames.

II.

SCOPE OF SERVICES

District shall provide the services that were stated in its proposal to the City; and by way of specification, but not limitation:

A. Employ a person who shall be fully engaged in performing the work and tasks reasonably related to achieving the purpose of this Agreement.

B. Provide a one-stop source of information for Cultural District activities, promote Cultural District events, implement coordinated district-wide marketing campaign, and generate more media exposure of the Cultural District.

III.

METHOD OF PAYMENT

A. The City shall make one lump sum payment of Thirty Thousand Dollars (\$30,000) to the District within thirty (30) days of the execution of this Agreement.

B. The said payment shall be used by District in the amount of \$25,000 for operating expenditures and \$5,000 of plantings and other beautification items.

IV.

FINANCIAL ACCOUNTING

A. All money disbursed by the City under this Agreement shall be accounted for.

B. All expenditures by the District of money paid to the District by the City under this Agreement shall be supported by properly prepared payroll documents, time records, contracts, leases, invoices, or other documents showing in proper detail, that such expenditures are in accordance with the terms of this Agreement.

C. Any expenditure of funds under this Agreement that is contrary to the terms of this Agreement shall be grounds for the City to immediately terminate the Agreement and to recover from the District the amount of any and all such expenditures.

V.

PROHIBITED USE OF FUNDS

The funds disbursed by City to District shall not be used to further the election or defeat of any candidate for public office; or, for the passage or defeat of any ballot issue.

VI.

DISCRIMINATION PROHIBITED

No person shall be excluded from participation in, or denied the benefits of, or be subjected to discrimination, on the basis of race, color, national origin, physical handicap, age, sex or sexual orientation, with respect to any program or activity that has received support by virtue of this Agreement.

VII.

DURATION

This Agreement shall be in full force and effect from and after July 1, 2011, through and including June 30, 2012. Any money disbursed by the City to the District and unencumbered or unspent as of the effective date of termination of this Agreement shall be repaid by the District to the City immediately.

VIII.

SUMMARY REPORT

The District further agrees to provide the City of Ames an annual written report no later than August 31, 2012, summarizing the accomplishments of its activities.

IN WITNESS WHEREOF, the parties hereto have, by their authorized representatives, caused this instrument to be executed.

AMES MAIN STREET CULTURAL DISTRICT

THE CITY OF AMES

By: _____
_____, President

By: _____
Ann H. Campbell, Mayor

Ames Chamber of Commerce

By: _____
_____, President
Main Street Cultural District

Attest by: _____
Diane Voss, City Clerk

