

**COUNCIL ACTION FORM**

**SUBJECT: 2013/14 AMES FALL GRANT PROGRAM CONTRACT APPROVAL**

**BACKGROUND:**

During approval of the 2013/14 Budget, the City Council reviewed requests from local organizations through the Ames Fall Grant Program. The City Council allocated funds for these organizations to provide facilities and services for use by the public.

The parties must enter into an agreement to confirm the manner in which each organization will use its allocated funding. The contracts are similar to those utilized for arts and human services funding. The scopes of services for each are as follows:

<b>Organization</b>	<b>Amount</b>	<b>Scope of Services</b>
Ames Chamber of Commerce	\$2,200	Funds awarded shall be used as a cost share for a conceptual design of welcome signage on the Interstate 35 corridor to the north and south of Ames.
Ames Historical Society	\$24,000	Funds awarded shall be used towards occupancy costs (including rent, utilities, insurance, phones and communication lines, and inspections) related to documenting and housing historical artifacts from and about the Ames community. Funds shall additionally be used for curatorial activities related to managing, cataloging, storing, rotating, and disposing of exhibits in the Provider's collection. The curatorial activities shall be conducted at a rate commensurate with 20 hours per week of work.
Ames International Partner Cities Association	\$5,000	Funds provided shall be used to undertake such activities as will foster and promote friendly relations and mutual understanding between the people of Ames, Iowa and people of similar cities of other nations. These activities shall include the hosting of international delegations, the sending of delegation leaders, and the sending of youth delegation chaperones in sanctioned trips to the City's recognized partner cities. The Provider shall also act as a coordinating influence among those organizations, groups and individuals desiring to engage in activities furthering those objectives and purposes stated above.

Campustown Action Association	\$25,000	Funds awarded shall be used to complete an online calendar of events taking place in Campustown, create a wayfinding program for Campustown, increase participation in the Friends of Campustown program, produce a business recruitment strategy, and increase public art in Campustown. The Provider shall conduct these and other activities in accordance with the Campustown Action Association's Five-Year Strategic Plan, developed in 2012. The Provider shall serve as a point of contact for coordinating events held in Campustown, regardless of whether the event is sponsored by the Provider or another entity.
Homecoming Central Committee	\$1,000	Funds awarded shall be used towards costs associated with contracting for and/or providing for a pancake feed to be held as an alcohol-free activity during the late night hours of one night of Homecoming weekend 2013. In turn, patrons of the pancake feed will be charged lower prices than they would if expenses were not subsidized.
Hunziker Youth Sports Complex	\$26,000	Funds awarded shall be used towards operating expenses for facilities, including but not limited to utilities, communications, supplies, equipment, professional services, and maintenance. In turn, participants in sports programs will be charged lower participant fees than they would if operating expenses were not subsidized.
Main Street Cultural District	\$32,000	A portion of the funds awarded shall be used towards permanent beautification projects in the downtown area. The remainder of funds shall be used for logistical and operational expenses associated with hosting the Ames Main Street Farmers' Market, 4 <sup>th</sup> of July Parade and Festival, ArtWalk, MusicWalk, Snow Magic Celebration, and Tune In To Main Street. The Provider shall serve as a point of contact for coordinating events held in the Main Street Cultural District, regardless of whether the event is sponsored by the Provider or another entity.
VEISHEA, Inc.	\$8,000	Funds awarded shall be used towards costs associated with contracting for and/or providing for a pancake feed to be held as an alcohol-free activity during the late night hours of VEISHEA weekend 2014. Patrons of the pancake feed will be charged no more than \$3.00 per person for entrance to the event.

The City Council allocated \$8,000 for VEISHEA, Inc. during the budgeting process for 2013/14. However, the Council directed staff to meet with VEISHEA and ensure that funds were not being used to subsidize activities other than the pancake feed. Additionally, there were concerns that the \$4.00 per person that has previously been charged for the event was too high to draw the crowds to the sanctioned activities on campus. **VEISHEA staff has indicated that it would be willing to charge \$3.00 per person in exchange for receiving the \$8,000 in City funding. City staff is asking Council for direction on whether to accept this and award a contract or whether further discussion should take place with VEISHEA.**

**ALTERNATIVES:**

1. Approve 2013/14 funding contracts for the organizations and amounts indicated above.
2. Modify the authorized amount or scope of services for one or more organization.
3. Do not approve 2013/14 funding contracts.

**MANAGER'S RECOMMENDED ACTION:**

Many of these activities have been supported by Council over the past several years. Funding for these activities was included in the City Council's 2013/14 budget.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the 2013/14 funding contracts for the organizations and amounts indicated above.

# CONTRACT FOR SERVICES

**THIS AGREEMENT**, made and entered into the \_\_\_ day of \_\_\_\_\_, 2013, 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 \_\_\_\_\_ (a nonprofit entity organized and existing pursuant to the laws of the State of Iowa and hereinafter called "Provider");

## WITNESSETH THAT:

**WHEREAS**, the City of Ames has, by its City Council acting in open and regular session, determined that certain services and facilities to be provided to the City of Ames and its citizens by Provider, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out, in accordance with all applicable Federal, State, and Local laws or regulations;

**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 services and facilities as hereinafter described and set out; to establish the methods, procedures, terms and 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

A. For an amount not to exceed \$\_\_\_\_\_, the City agrees to purchase the Provider's services and facilities as generally described in the Provider's 2013/14 application. This description shall be made a part of this Agreement.

B. The Provider's application proposal is modified as described in the box below:

--

### III

## **METHOD OF PAYMENT**

A. All payments to be made by the City of Ames pursuant to this Agreement shall be reimbursement for actual costs incurred by Provider in providing services required by Section II above. Any alternate payment arrangements must be approved by the City Council.

B. The City will disburse payment monthly on requisition of Provider.

C. Requisitions for disbursement shall be made in such form and in accordance with such procedures as the Director of Finance for the City shall prescribe. Said form shall include but not be limited to an itemization of the nature and amount of costs for which reimbursement is requested, and must be filled out completely.

D. The maximum total amount payable by the City of Ames under this agreement is detailed in the SCOPE OF SERVICES (Part II of this contract), and no greater amount shall be paid.

E. All unobligated amounts disbursed to the Provider shall be repaid to the City as of the effective date of termination of this agreement. The Provider shall repay to the City any disbursed funds for which documentation of actual expenses is not provided.

F. The Provider shall requisition for funds no more frequently than once per month. If Provider wishes to request disbursement of funds on other than a monthly basis, the Provider must submit a request in writing to be approved by the City Manager's Office. Failure to request reimbursement in a timely manner shall be grounds for termination of this agreement. In no case will a disbursement request be accepted for reimbursement after July 15th of the following fiscal year.

## **IV FINANCIAL ACCOUNTING AND ADMINISTRATION**

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.

B. Monies disbursed to Provider by the City will be deposited by Provider in an account under the Provider's name. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.

C. All costs for which reimbursement is claimed shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City or its authorized representative.

D. 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 record keeping and financial accounting procedures of the Provider for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the City.

E. 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 as the City may require with respect to the use made of monies disbursed hereunder.

F. At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement and Provider will permit the City to audit, examine, and make excerpts or transcripts from such records.

G. The Provider must submit a final report to the City within thirty (30) days of the submission of the final requisition for reimbursement or the concluding date of this contract, whichever is earlier. The final report shall describe, at minimum, the services and facilities provided under the contract, an accounting of the number of individuals to whom services or facilities were provided, and any supporting documentation to substantiate these descriptions. Failure to submit a final report as required may result in any funds awarded to the Provider through subsequent contracts being held in sequestration until the final report is complete.

**V  
DURATION**

This Agreement shall be in full force and effect from and after July 1, 2013, until June 30, 2014. The City Council may terminate this Agreement 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.

**VI  
DISCRIMINATION PROHIBITED**

In accordance with Chapter 14 of the Municipal Code, no person shall, on the grounds of age, 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.

**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

\_\_\_\_\_  
**Organization Name**

BY \_\_\_\_\_  
Authorized Representative

# VEISHEA *INC.*



*West Student Office Space, Memorial Union, Iowa State University, Ames, Iowa 50011, Phone (515) 294-1026*

April 26, 2013

Brian Phillips  
515 Clark Avenue  
Ames, IA 50010

Mr. Phillips & The Ames City Council:

On behalf of VEISHEA, Nick and I would like to thank you for the City's continued support of Friday and Saturday late night pancakes on Central Campus.

We understand your request in lowering the cost of pancakes for students and have evaluated our budget for 2014. We plan on bringing the fee down from \$4/plate to \$3/plate as long as we still receive \$8,000 from the City of Ames.

We look forward to working with you in the year to come for a successful VEISHEA 2014!

If you have further questions, be sure to let us know.

Thanks!

Nick Morton & Karl Kerns  
VEISHEA 2014 General Co-Chairs