

COUNCIL ACTION FORM

SUBJECT: **CONTRACT TO FUND 2014 VEISHEA PANCAKE FEED**

BACKGROUND:

The City Council contracts with various outside entities to fund activities that benefit the community. For the past several years, the Council has supported the VEISHEA Midnight Pancake Feeds. The 2013/14 City Budget includes an \$8,000 allocation for the VEISHEA Pancake Feed. However, the City Council requested additional information about VEISHEA's budget before it would consider approving a contract authorizing that spending.

At the December 10, 2013, City Council meeting, City staff provided additional background information regarding VEISHEA's budget, and representatives of VEISHEA, Inc. were available to answer questions. At that meeting, Council directed staff to prepare a contract in the amount of \$8,000 to fund the VEISHEA Pancake Feed, with the condition that VEISHEA charge no more than \$2.00 per person for participation in the event. The contract has been prepared and now requires approval.

ALTERNATIVES:

1. Approve a contract with VEISHEA, Inc. in the amount of \$8,000 for the 2014 VEISHEA Pancake Feed, with the condition that patrons not be charged more than \$2.00 per person for participation in the event.
2. Do not approve a contract with VEISHEA.

MANAGER'S RECOMMENDED ACTION:

Staff has prepared a contract with VEISHEA, Inc. based on the City Council's direction and the funding has been conditioned on VEISHEA charging no more than \$2.00 per participant. VEISHEA representatives have signed and returned the contract.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving a contract with VEISHEA, Inc. in the amount of \$8,000 for the 2014 VEISHEA Pancake Feed, with the condition that patrons not be charged more than \$2.00 per person for participation in the event.

CONTRACT FOR SERVICES

THIS AGREEMENT, made and entered into the ___ day of _____, 2014, 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 **VEISHEA, Inc.** (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 **\$8,000**, 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:

Provider shall conduct or cause to be conducted an alcohol-free pancake feed during the late night hours of VEISHEA weekend 2014. Patrons of the pancake feed shall not be charged more than \$2.00 per person for participation in the event.

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 _____, 2014, 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