

**COUNCIL ACTION FORM**

**SUBJECT:     **SESQUICENTENNIAL ACTIVITIES CONTRACT WITH  
AMES HISTORICAL SOCIETY****

**BACKGROUND:**

During the FY 2013/14 Budget Wrap-Up session, Mary Atherly and Sharon Wirth requested \$5,000 from the City Council to kick off the City's sesquicentennial activities. The Council then approved a \$5,000 budgetary allocation from the Local Option Sales Tax Fund with the Ames Historical Society (AHS) as the contracting entity.

Due to an oversight, no contract was established between the City and AHS for this activity. In early July 2014, the City received an itemized reimbursement request from AHS for these funds. According to the documentation, AHS spent \$5,269 on materials and supplies related to setting up a sesquicentennial display.

It should be noted that, of the \$5,000 that is being requested, \$775 was used towards purchasing copies of a book on the history of the Ames community co-authored by Council Member Gloria Betcher. The City Attorney has advised that, while the purchase of these books from a City official without open bidding would generally present a conflict of interest, reimbursement to the AHS for this expense is allowable, since AHS purchased the books without prior knowledge of or direction from the City Council.

Before City staff can process payment to AHS, the City Council must authorize the expenditure. The attached contract, which outlines the terms for payment, has been approved by AHS. If the contract is approved by the City Council, City staff will immediately process the reimbursement request already submitted by AHS. Although the 2013/14 fiscal year has already ended, the Finance Department can still process this request and accrue it to that fiscal year if it is done immediately.

**ALTERNATIVES:**

1. Approve the attached contract with the Ames Historical Society for \$5,000 to conduct sesquicentennial activities.
2. Do not approve the attached contract with the Ames Historical Society.

**MANAGER'S RECOMMENDED ACTION:**

The City Council allocated \$5,000 for the Ames Historical Society during the FY 2013/14 budget adoption process, and the Ames Historical Society has completed activities related to the budget allocation. However, the contract confirming this funding arrangement was not brought to City Council for approval due to a City staff oversight.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving a contract with the Ames Historical Society for \$5,000 to conduct sesquicentennial activities.

To be submitted to the City for reimbursement:

6/4/2014	Paper cutting	Linda Emmerson	/	\$ 1,000.00
6/9/2014	"Ames" books	Arcadia	/	\$ 775.77
6/11/2014	Paint and primer	Lowe's	\$	\$ 84.47
6/19/2014	Foam core	artsupply.com	\$	\$ 302.60
6/25/2014	Hollow core doors	Lowe's	\$	\$ 83.46
6/25/2014	Painting supplies	Lowe's	\$	\$ 47.42
6/26/2014	Header printing	ISU Printing	/	\$ 625.20
6/26/2014	Pens	Quality Logo Products	\$	\$ 269.15
6/26/2014	Paper cutting posters	Alpha Copies	\$	\$ 384.00
6/26/2014	Club cards	PS Print	\$	\$ 308.40
6/26/2014	Hollow core doors	Lowe's	\$	\$ 111.28
6/27/2014	Panel printing	ISU Printing	/	\$ 198.76
6/29/2014	Brackets	Lowe's	\$	\$ 94.12
6/29/2014	Glue	Lowe's	\$	\$ 42.75
7/7/2014	Media equipment	eBay	\$	\$ 54.57
7/8/2014	Hollow core doors	Lowe's	\$	\$ 111.28
7/8/2014	Command strips	Wal-mart	\$	\$ 276.12
TOTAL			\$	\$ 4,769.35

ck 3337

ck 3338 - reimburse Alexis Boleber

debit

debit

debit

130.88 ck 3353 reimburse Cassi U

ck 3362

debit

debit - No receipt

debit

debit

ck 3362

136.87 debit

debit

debit

debit

+ other \$500 of Ames books =

\$5269.35

# CONTRACT FOR SERVICES

**THIS AGREEMENT**, made and entered into the \_\_\_ **day of July, 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 **Ames Historical Society** (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 **\$5,000**, 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:

**Funds awarded shall be used to purchase supplies, equipment, and services to develop activities and programs related to the Ames sesquicentennial. Expenditures and tasks for such activity and program development shall occur between July 1, 2013, and June 30, 2014.**

### **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 31st 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 22, 2014, until July 31, 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