

**COUNCIL ACTION FORM**

**SUBJECT: AMES INTERNATIONAL PARTNER CITIES ASSOCIATION, INC.  
2009/10 FUNDING CONTRACT**

**BACKGROUND:**

During approval of the 2009/10 Budget, the City Council included \$6,000 in funding for use by the Ames International Partner Cities Association, Inc. (AIPCA). This amount included \$3,000 for the new fiscal year, as well as \$3,000 unspent from 2008/09 stemming from cancellation of the Koshu, Japan trips due to concerns over the H1N1 epidemic.

Each year the parties enter into this agreement to confirm the manner in which AIPCA will use this funding. This contract is similar to those utilized for arts agency and human service agency funding. The AIPCA contract specifically describes the Association's scope of services as follows:

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; and, to act as a coordinating influence among those organizations, groups, and individuals desiring to engage in activities furthering those objectives and purposes.

This is the sixteenth year during which the Council has funded the activities of this group. Although timing of exchanges over this fiscal year are uncertain, the Association's Board is committed to drawing down only those funds which are needed.

**ALTERNATIVES:**

1. Approve the 2009/10 funding contract with the AIPCA in an amount not to exceed \$6,000.
2. Do not approve a funding contract for 2009/10 with AIPCA.

**MANAGER'S RECOMMENDED ACTION:**

This contract represents an ongoing commitment from the City to fund the Partner Cities Association, which originally was created as a City committee and later was transformed into a non-profit association.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving the 2009/10 funding contract with the AIPCA in an amount not to exceed \$6,000.

# **CONTRACT FOR INTERNATIONAL PARTNER CITIES PROGRAM**

**THIS AGREEMENT**, made and entered into the \_\_\_\_ of \_\_\_\_\_, 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 **AMES INTERNATIONAL PARTNER CITIES ASSOCIATION, INC.** (a nonprofit corporation organized and existing pursuant to the laws of the State of Iowa and hereinafter called "AIPCA");

## **WITNESSETH THAT:**

**WHEREAS**, the City of Ames has, by its City Council acting in open and regular session, determined that certain services hereinafter described and set out should be obtained in accordance with the terms of a 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 those services 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. AIPCA shall provide the services to the City of Ames and its citizens set out in a program description generally described as:

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; and, to act as a coordinating influence among those organizations, groups and individuals desiring to engage in activities furthering those objectives and purposes.

- B. Any change in the scope of service by the provider shall require the notification of the City of Ames prior to such change.

- C. AIPCA shall also, at the request of the City, as expressed by action of the City Council, recommend to the City such groups or individuals other than the AIPCA that are deemed to be appropriate for receipt of a grant of funds in furtherance of relations between the City and its designated partner cities. Those recommendations shall be based on whatever criteria, schedule and/or available funding may be established by the City Council.

### **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 AIPCA in providing services required by Section II above during the contracted 2009-10 fiscal year.
- B. The City will disburse payment on requisition. The initial disbursement may be an advance on projected and estimated costs. If disbursement is made as an advance on estimated and projected costs, no subsequent disbursement shall be made until AIPCA submits complete and accurate documentation of actual costs for the previous disbursement. Documentation of actual costs for advanced payments must be provided to the City within ninety (90) days of disbursement.
- 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.
- D. The maximum total amount payable by the City of Ames under this Agreement is **\$6,000** and no greater amount shall be paid. **This amount includes, on a one-time basis, carrying forward the \$3,000 unspent appropriation from the 2008-09 contract.**
- E. All unobligated amounts disbursed to AIPCA shall be repaid to the City as of the effective date of termination of this Agreement. AIPCA shall repay to the City any disbursed funds for which documentation of actual expenses is not provided.

### **IV. FINANCIAL ACCOUNTING AND ADMINISTRATION**

- A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.
- B. All costs for which reimbursement is claimed shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, 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.
- C. 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 AIPCA 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 five (5) years following final disbursement by the City.
- D. 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.
- E. Within ninety (90) days following the end of each funding year, AIPCA shall provide to the City Council an annual financial report detailing the use of all monies disbursed under this agreement.
- 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 AIPCA will permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

## **V. PROHIBITED USE OF FUNDS**

None of the funds, materials, property, or services provided, directly or indirectly, under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for

public office or ballot proposition. Further, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress. City funding shall also not be used to purchase alcoholic beverages.

**VI. DISCRIMINATION PROHIBITED**

No person shall, on the grounds of race, creed, color, sex, national origin, religion, disability, age, or sexual orientation 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.

**VII. DURATION**

This Agreement shall be in full force and effect from and after July 1, 2009, through June 30, 2010, or until terminated by resolution of the City Council of the City of Ames, Iowa. The City Council may terminate this Agreement prior to June 30, 2010, by giving written notice to AIPCA 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 AIPCA 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**

By: \_\_\_\_\_  
Ann Campbell, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane R. Voss, City Clerk

**AMES INTERNATIONAL PARTNER  
CITIES ASSOCIATION, INC.**

By: *Diane Oppedal*  
Authorized Representative