

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20__, by and between the City of Columbia, Missouri (hereinafter "City"), and _____, (hereinafter "Contractor").

WHEREAS, the City, through its Office of Cultural Affairs, has canvassed the cultural needs of the City and determined that certain unmet cultural needs exist within the community; and

WHEREAS, the Contractor provides services that may fulfill the cultural needs of Columbia's citizens; and

WHEREAS, the City is desirous of meeting the unmet cultural needs by contracting for services with the Contractor.

NOW THEREFORE, in consideration of the mutual considerations herein set forth, the parties covenant and agree as follows:

1. The Contractor shall provide the services outlined in its arts education and presentation funding proposal entitled, _____, a copy of which is on file in the Office of Cultural Affairs, at a cost to the City of \$_____. In connection with the performance of the services to be provided under this agreement, the Contractor agrees to comply with all civil rights laws, and further agrees not to discriminate against any individual or segment of the community on the basis of sex, race, color, age, religion, creed, national origin, veteran, disability status or sexual orientation and that participation in the presentation of any program open to amateur participation shall be available to citizens of requisite skill and interest.

2. Contractor agrees that it is responsible for all funds made available to Contractor by this Agreement and further agrees that it will reimburse to the City any funds expended in violation of city, state, or federal law or in violation of this agreement.

3. Contractor agrees that it will make no changes in the approved Project until the changes are approved in writing by City staff or the Commission on Cultural Affairs. Minor changes may be approved by City staff. Significant programming changes require the approval of the Commission on Cultural Affairs.

4. Contractor agrees that it is subject to audit and review on request by the City. If contractor has a financial audit prepared, that report shall be furnished to the Office of Cultural Affairs.

5. Contractor agrees that all funds received from the City will be expended as outlined in the Project Proposal and that none of the funds shall be used to replace monies normally budgeted by Contractor for other projects or for staff salaries, contractor overhead, generalized administrative expenses or be diverted to any other use or purpose. Full records of all expenditures and disbursements and any income from the provision of the program described in Contractor's proposal shall be kept and open to City inspection during regular business hours.

6. Contractor agrees that the City may withhold payment of funds for this project until the Contractor has satisfied all requirements of this agreement and any previous contract between the Contractor and the City. Where Contractor has had previous City funds for projects under programs of the Office of Cultural Affairs, a final report including a detailed schedule of income and expenses, must have been presented in order for new project funds to be disbursed.

The City shall retain 10% of the agreement amount pending completion of the services agreed upon and the receipt of the Contractor's final report within 45 days of the end of the project. If the Contractor fails to file a final report with the Office of Cultural Affairs within 90 days of the completion of the services agreed upon, the 10% retained shall be forfeited to the City and the Contractor shall not be eligible to participate in future agreements with the City for the provision of cultural services until such unmet requirements are fulfilled.

7. Contractor agrees that it will include either the OCA logo or the following credit line in all advertising, catalogues, flyers, posters, literature, film/video credits, news releases, printed programs, public broadcasts, promotion and publicity set out in a prominent location and type size: "Financial assistance for this project has been provided by the City of Columbia, Office of Cultural Affairs."

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore. 11004610-504990

By: _____
Michele Nix, Director of Finance

CONTRACTOR:

By: _____
Board President or Executive Director

IRS-EIN: _____