

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2018, by and between the City of Columbia, Missouri (hereinafter “City”), and We Always Swing Inc., a Missouri non-profit corporation, (hereinafter “Contractor”).

City and Contractor agree as follows:

1. The Contractor shall provide the services outlined in its proposal for the 2018-2019 We Always Swing Jazz® Series, as submitted to the City’s Convention and Visitors Bureau, a copy of which is on file in that office, at a cost to the City of **\$7,500.00 (Seven Thousand Five Hundred Dollars)** in connection with the performance of the services to be provided under the 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.

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 the City.

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 City’s Convention and Visitors Bureau.

5. Contractor agrees that all funds received from the City will be expended as approved by City Council and none of the funds shall be diverted to any other use or purpose, except as recommended by the Convention & Visitors Bureau's Advisory Board and as approved by the City Council. 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 to provide the Convention and Visitors Bureau with copies of all financial documentation no later than 90 days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, they may not be eligible for future funding.

7. Contractor agrees that the Convention and Visitors Bureau and the City will be recognized as outlined in the Contractor’s proposal.

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 *ew*

Agency

By: _____

IRS-EIN: _____

ATTEST:

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor. 22904820-504990

Michele Nix, Director of Finance