A RESOLUTION

authorizing agreements with various cultural organizations; authorizing agreements of up to \$750 per agreement for arts programming or services for cultural organizations.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute agreements with the following cultural organizations in the following amounts:

<u>Agency</u>	<u>Amount</u>
Theater Reaching Young People & Schools (TRYPS)	\$7,431.00
Ragtag Programming for Film and Media Art	\$7,198.00
Curators of the University of Missouri on behalf	
of the University Concert Series	\$7,160.00
Columbia Art League	\$7,009.00
Columbia Entertainment Company	\$6,393.00
School of Service, Inc. – Access Arts	\$6,323.00
Performing Arts in Children's Education (PACE)	\$5,953.00
Columbia Handbell Ensemble, Inc.	\$1,024.00
"We Always Swing" Jazz Series	\$5,631.00
Missouri Symphony Society	\$5,538.00
Odyssey Chamber Music Series, Inc.	\$5,445.00
Missouri Contemporary Ballet	\$5,233.00
Maplewood Barn Community Theatre	\$5,086.00
Mid-Missouri Woodcarvers, Inc.	\$1,000.00
Columbia Community Band	\$2,500.00
Mid-Missouri Traditional Dancers	\$2,882.00
Columbia Civic Orchestra	\$4,612.00
Columbia Chorale, Inc.	\$4,222.00
Talking Horse Productions	\$2,037.00

SECTION 2. The form and content of the agreement for each individual cultural organization listed in Section 1 shall follow the general form as set forth in "Exhibit A," attached hereto and made a part hereof as fully as if set forth herein verbatim, and shall conform to the proposals submitted by the organization in its request for funding.

SECTION 3. The City Manager is authorized to execute additional agreements in FY 2014 for arts programming upon the recommendation of the Cultural Affairs Commission; provided, that the amount of any such agreement shall not exceed \$750.00 and the total amount of such agreements shall not exceed \$3,000.00.

ADOPTED this	day of	, 2013.
ATTEST:		
City Clerk		Mayor and Presiding Officer
APPROVED AS TO FOR	RM:	
City Counselor		

AGREEMENT

THIS AGREEMENT is entered into this _____ day of ______, 2013, by and between the City of Columbia, Missouri (hereinafter "City"), and ______, (hereinafter "Contractor").

1	WHEREAS, the City, through its Office of Cultural Affairs (OCA), 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
١	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	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.
i	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 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 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 Office of Cultural Affairs 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
ATTEST:	E	Зу:	Mike Matthes, City Manager
Sheela Amin, City C	lerk		
APPROVED AS TO	FORM:		
Nancy Thompson, C	City Counselor		
CERTIFICATION:		n une	e purpose of the appropriation to which it is ncumbered balance to the credit of such for. 110-4610-544.49-90
	-	John I	Blattel, Director of Finance
	•	CONT	TRACTOR:
ATTEST:	ı	Зу:	President
	IRS-E	IN:	
Secretary			



Source: Cultural Affairs

To: City Council

From: City Manager and Staf

Council Meeting Date: Oct. 7, 2013

Agenda Item No:

Re: Contracts with Local Arts Agencies for 2014

EXECUTIVE SUMMARY

This legislation authorizes 19 contracts with local arts organizations for a total of \$92,677 in annual arts funding and establishes a budget threshold of \$3,000 for the Small Request Funding awarded throughout the year.

DISCUSSION

The \$95,677 is funded by \$95,777 from the general fund designated for this purpose.

The 19 contracts are for the annual allocation for various art and cultural activities scheduled October 2013 through December 2014. In total, nearly 155,000 citizens and visitors are estimated to benefit from the proposed concerts, exhibitions, classes, performances, workshops and special events.

The awards resulted from the Commission on Cultural Affairs' annual review process of applications received from local arts organizations. The Commissioners spent an estimated total of 217 hours on the funding process. The Commission reviewed the project proposals during two of their meetings and offered time for public comment at their July meeting. The details of the applicants along with the funding recommendations were presented to the Council in August. The following is a list of award amounts:

Theater Reaching Young People and Schools (TRYPS)	\$7,431
Ragtag Programming for Film and Media Art	\$7,198
University Concert Series/UMC	\$7,160
Columbia Art League	\$7,009
Columbia Entertainment Company Community Theatre	\$6,393
School of Service, Inc. – Access Arts	\$6,323
Performing Arts in Children's Education (PACE)	\$5,953
Columbia Handbell Ensemble, Inc.	\$1,024
We Always Swing Jazz Series	\$5,631
Missouri Symphony Society	\$5,538
Odyssey Chamber Music Series, Inc.	\$5,445
Missouri Contemporary Ballet	\$5,233
Maplewood Barn Community Theatre	\$5,086
Mid-Missouri Woodcarvers, Inc.	\$1,000
Columbia Community Band	\$2,500
Mid-Missouri Traditional (Country) Dancers	\$2,882
Columbia Civic Orchestra	\$4,612
Columbia Chorale, Inc.	\$4,222
Talking Horse Productions	\$2,037
Total:	\$92,677

The Small Request Funding component establishes a category for project proposals that can be submitted on a quarterly basis to the Commission on Cultural Affairs, therefore allowing for year-round opportunities for arts agencies and audiences. The total of Small Requests shall not exceed \$3,000 in fiscal year 2014.

FISCAL IMPACT

The \$95,677 for both annual and quarterly arts contracts is included in the Office of Cultural Affair's 2014 approved budget.

VISION IMPACT

1.1.2 Strategy: Identify and expand funding opportunities for the arts community.

1.2.3 Strategy: Expand arts programming and venues.

SUGGESTED COUNCIL ACTIONS

Approval of this legislation, therefore authorizing the City Manager to execute contracts with local arts organizations.

		FISCAL and \	ISION NOTES:		
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$95,677.00	New Program/ Agency?	No	Federal or State Mandated?	
Amount of funds already appropriated	\$95,677.00	Duplicates/ Expands an existing program?	No	Vision Implementation Impact	
Amount of budget amendment needed	\$0.00.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web Site	
Estimated 2-	year net costs:	Resource	s Required	Vision Impact?	Yes
One Time	\$95,677.00	Requires additional FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	#1.1.2
Operating/ Ongoing	\$0.00.00	Requires additional facilities?	No	Secondary Vision, Strategy and/or Goal Item #	#1.2.3
		Requires additional capital equipment?	No	Fiscal year implementation Task #	