

# City of Columbia

701 East Broadway, Columbia, Missouri 65201



**Agenda Item Number:** R 184-14

**Department Source:** Cultural Affairs

**To:** City Council

**From:** City Manager & Staff

**Council Meeting Date:** October 6, 2014

**Re:** Contracts with Local Arts Agencies

## Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Exhibits to Resolution/Ordinance

**Supporting documentation includes:** None

## Executive Summary

This legislation authorizes 21 contracts with local arts organizations for a total of \$100,000 in annual arts funding, and establishes a budget threshold of \$3,000 for the Small Request funding awarded throughout the year.

## Discussion

The 21 contracts are for the annual allocation for various arts and cultural activities scheduled October 2014 through December 2015. In total, nearly 163,000 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 194 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 present to the Council in August. The following is a list of the award amounts:

Talking Horse Productions - \$2,619  
Ragtag Programming for Film & Media Art - \$7,166  
Maplewood Barn Community Theatre - \$4,357  
Columbia Art League - \$7,357  
Missouri Contemporary Ballet - \$5,959  
Columbia Civic Orchestra, Inc. - \$4,434  
University Concert Series/MU - \$6,903  
Theatre Reaching Young People and Schools (TRYPS) - \$7,279  
The Missouri Review - \$3,133  
Columbia Entertainment Company Theatre - \$4,950  
Mid-Missouri Woodcarvers, Inc. - \$1,000  
Mid-Missouri Traditional Dancers - \$2,416

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Missouri Symphony Society - \$6,261  
Columbia Community Band - \$2,504  
Columbia Chorale, Inc. - \$4,783  
School of Service - \$7,089  
Performing Arts in Children's Education (PACE) - \$5,701  
Boone County Historical Society - \$3,260  
"We Always Swing," Jazz Series - \$6,160

Total - \$100,000

The Small Request funding component establishes a category for project proposals that can be submitted to the Commission on Cultural Affairs, therefore allowing for year-round opportunities for arts agencies and audiences. The total of all Small Requests shall not exceed \$3,000 in fiscal year 2015.

## Fiscal Impact

Short-Term Impact: The \$100,000 for general funding and the \$3,000 for Small Request funding is included in the OCA's approved budget for FY15.

Long-Term Impact: None

## Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Arts and Culture, Community Character, Economic Development, Education

Strategic Plan Impact: Customer Focused Government, Economic Development, Growth Management, Health, Safety and Wellbeing

Comprehensive Plan Impact: Economic Development, Livable & Sustainable Communities


## Suggested Council Action

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

## Legislative History

None

  
Department Approved

  
City Manager Approved

## 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>
Boone County Historical Society	\$3,260.00
Columbia Art League	\$7,357.00
Columbia Chorale, Inc.	\$4,783.00
Columbia Civic Orchestra	\$4,434.00
Columbia Community Band	\$2,504.00
Columbia Entertainment Company	\$4,950.00
Columbia Handbell Ensemble, Inc.	\$1,000.00
Maplewood Barn Community Theater	\$4,357.00
Mid-Missouri Traditional Dancers	\$2,416.00
Mid-Missouri Woodcarvers	\$1,000.00
Missouri Contemporary Ballet	\$5,959.00
The Missouri Review	\$3,133.00
Missouri Symphony Society	\$6,261.00
Odyssey Chamber Music Series, Inc.	\$5,669.00
Performing Arts in Children's Education	\$5,701.00
Ragtag Programming for Film and Media Art	\$7,166.00
School of Service	\$7,089.00
Talking Horse Productions	\$2,619.00
TRYPS Institute at Stephens College	\$7,279.00
University of Missouri on behalf of	
The University Concert Series	\$6,903.00
"We Always Swing" Jazz Series	\$6,160.00

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 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 2015 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 \_\_\_\_\_, 2014.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor and Presiding Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Counselor

## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Columbia, Missouri (hereinafter "City"), and \_\_\_\_\_, (hereinafter "Contractor").

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

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 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

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 therefor. 110-4610-544.49-90

\_\_\_\_\_  
John Blattel, Director of Finance

CONTRACTOR:

ATTEST:

By: \_\_\_\_\_

President

\_\_\_\_\_  
Secretary

IRS-EIN: \_\_\_\_\_