

Cultural Express Proposal Cover Page



A Division of the Iowa Department of Cultural Affairs

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|--|-------------------------------------|--------------------|
| 1) Applicant Organization Name: | | |
| 2) Applicant Contact Person: | | |
| Title of Contact Person: | | |
| Daytime Phone: ()- - | Evening Phone: ()- - | |
| Fax Phone: ()- - | Email: | |
| 3) Organization's Official Address: | | |
| City: | State: | Zip Code: - |
| IA County: | Web Address: | |
| 4) Federal Employee Identification Number of Organization: | | |
| 5) Iowa Legislative District Numbers: | | |
| House #: | | |
| Senate #: | | |
| US Congress #: | | |

Iowa Arts Council Service Contract

The individual signing this Service Contract must have the authority to legally obligate the Applicant to conditions of this Contract, grant guidelines, and policies and procedures of the Iowa Arts Council.

This agreement (the "Contract") is between the Iowa Arts Council, a division of the Department of Cultural Affairs, State of Iowa, 600 East Locust, Des Moines, Iowa, 50319-0290 (the "Council"), and Name and Address of the Applicant (the "Applicant"):

Applicant Name (Same name and address listed in Part A of the application form)

Address:

City: _____, State: _____ Zip Code: _____ - _____

WHEREAS, the Council, through its administrator, is authorized to make and sign any contracts and agreements and perform any acts which may be necessary, desirable, or proper to carry out the purposes of the Council, and

WHEREAS, the Applicant has made application (the "Application") to the Council for the project or program (the "Project") described in the Application of cooperative endeavors as hereinafter set forth, the Council and the Applicant hereby agree as follows:

SECTION 1. EFFECTIVE DATE OF CONTRACT.

- a) This Contract becomes effective upon issuance of a grant award letter (the "Grant Award Letter") by the Council to the Applicant awarding a grant to the Applicant (the "Grant Award") and upon the Council's executive director signing this Agreement.
- b) The Application and Grant Award Letter shall be made a part of this Agreement.
- c) This Contract becomes null and void if the Funding Notification Letter does not award a grant to the Applicant.

SECTION 2. PROJECT TITLE, PROJECT DATES AND FINAL REPORT. The Project title, project beginning and ending dates (the "Beginning Date and Ending Date"), and the final report due date will be specified in the Grant Award Letter.

SECTION 3. GRANTED AMOUNT AND PAYMENT SCHEDULE.

- a) The amount of the Grant Award awarded by the Council to the Applicant shall be specified in the Grant Award Letter.
- b) Under no circumstances shall the total amount paid to the Applicant exceed the Grant Award specified in the Grant Award Letter.
- c) The Council will pay the Applicant the Grant Award on or about the Beginning Date of the Project. Due to unforeseen circumstances and workload of the Council, the Council will not guarantee that the Grant Award check will arrive on or about this date.

SECTION 4. IMPLIMENTATION OF PROJECT. The Applicant shall implement the Project substantially as described in the Application.

SECTION 5. FINAL REPORT.

- a) The Applicant must complete and return a Final Report and unspent Council funds to the Council on forms provided by the Council by the date specified in the Grant Award Letter.
- b) The Applicant will be placed on an agency wide funding moratorium if the Final Report and/or unspent Council funds have not been returned to the Council within THIRTY (30) days of the ending date of the Project.
- c) The Council may initiate legal proceedings for the return of grant funds if the Final Report and/or unspent funds have not been returned to the Council within THIRTY (30) days of the ending date of the Project.

SECTION 6. COUNCIL POLICIES, PROCEDURES, GUIDELINES, RULES. The Applicant shall abide by all Council policies, procedures, guidelines and rules as published on the Council's Web site and 222 Iowa Administrative Code and in effect at the Beginning Date of this Contract..

SECTION 7. SPECIAL CONDITIONS. No special conditions shall apply to this Contract unless specified in the Grant Award Letter.

SECTION 8. COMPLIMENTARY ACCESS. The Applicant shall furnish the Council with two complimentary tickets for ticketed events to be used by the Council, or any duly authorized representatives for observation or evaluation purposes. The Council shall confirm use of the complimentary tickets prior to the event.

SECTION 9. ACKNOWLEDGEMENT. The Applicant agrees to acknowledge Council support for the project in all signage, program materials, promotion, publicity and advertising activities, and in other printed and electronic forms of communication pertaining to the Project. The following credit line shall be used: **Funded in part with a grant from the Iowa Arts Council, a division of the Iowa Department of Cultural Affairs, and the National Endowment for the Arts.**

SECTION 10. PAYMENTS TO ARTISTS AND PROVIDERS OF SERVICE. The Applicant agrees to pay artists and other providers of services specified in the Application on or before the Ending Date of the Project, regardless of the date the Grant Award check is received from the Council.

SECTION 11. MODIFICATIONS, CANCELLATIONS AND EXTENSION REQUESTS.

a) The Council requires all substantial modifications to the Application, Project or the Contract be submitted in writing by the Applicant and approved in advance by the Council. Modifications shall mean a substantial change in the scale and scope of the Project, change of address, change to the Beginning and Ending Dates of the Project, change of the Applicant's contact person or project director of the Project, participating artists, etc.

b) Written notification is required if the Applicant cancels the Project or if a partially funded Application cannot be completed by the Applicant as described in the Application. The Applicant must return the Grant Award to the Council for all canceled Projects.

c) Extensions of the Ending Date may be requested if they occur within the same fiscal year the grant was awarded (July 1 through June 30 of the following year). The IAC does not approve extension requests if the Beginning Date and Ending Date overlap fiscal years.

SECTION 12. RECORDS MANAGEMENT. The Applicant agrees to maintain for inspection by the Council, or its duly authorized representatives, all books, documents, papers and records maintained to account for funds expended under the terms and conditions of this Contract for a minimum of three (3) years following the Ending Date of the Project. Applicants receiving \$500,000 or more in federal funds must submit an audit report for the year in which the Grant Award is received and expended.

SECTION 13. DURATION. This Contract must be completed between the dates specified in the Grant Award Letter.

SECTION 14. TERMINATION. This Contract is subject to termination by either party with ten (10) days prior written notice.

SECTION 15. INDEPENDENT CONTRACTOR. The Applicant agrees to perform the services specified in the Application and this Contract as an independent contractor.

SECTION 16. FULFILLMENT OF AGREEMENT. If the Applicant is unable to fulfill this Contract by virtue of any act or regulation of any public authority, or on the account of any rule or order of any military or civil authority, or on account of any war or other national or state-declared emergency, or because of labor strike, riot, epidemic, act of God, or any similar cause beyond his or her control, the Applicant shall be excused from performance of the terms of this Agreement to the extent such performance is prevented. In such an event the Applicant shall promptly return to the Council any unexpended or unobligated portions of payments specified in the Award Notification Letter.

SECTION 17. INDEMNIFICATION CLAUSE. The Applicant agrees to hold harmless, indemnify and defend the Council and its officers, directors, panelists, and employees from and against any and all damages, actions, causes of action, losses, injuries, liabilities, royalties, claims or other payments relating in any way to the terms and obligations of this Contract.

SECTION 18. ASSIGNMENTS. This Contract may not be assigned or transferred by either party to this agreement without prior written consent of the other party.

SECTION 19. EQUAL OPPORTUNITY AND ACCESSIBILITY. The Applicant agrees not to discriminate against any employee, applicant for employment or any person participating in any aspect of the Project on the basis of race, creed, color, national origin, religion, sex, age, physical or mental disability; and that all parties involved in the Project shall comply with Title VI of the Civil Rights Act of 1964; Fair Labor Standards under Section 5(j) of the National Foundation on the Arts and Humanities Act of 1965; Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1990.

SECTION 20. INTEGRATION. The Application, Grant Notification Letter and this Contract contains the entire agreement between the parties and any representation that may have been made before the signing of this agreement are non binding, void, and of no effect. Neither party has relied on such prior representations in entering into this Contract.

SECTION 21. NON-APPROPRIATION. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through the failure of the Federal Government, or of the State of Iowa to appropriate funds or discontinue or material alteration of the program under which funds were provided, then the Council shall have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

Signatures

APPLICANT ORGANIZATION NAME:

Legal Authorizing Official of Applicant (*Type name*):

Signature of Authorizing Official and Date (sign in blue ink)

IOWA ARTS COUNCIL: Anita Walker, Executive Director

Signature and Date