

RESOLUTION NO. 12-360

BE IT RESOLVED by the City Council of the City of Decatur, in the State of Alabama, that the services provided to the City of Decatur by The Carnegie Visual Arts Center serve a public purpose by improving the quality of life in Decatur by providing its only art museum and educational facility, and

BE IT FURTHER RESOLVED that Mayor Don Stanford is hereby authorized and directed to execute the following contract in the amount of **\$20,000** with **The Carnegie Visual Arts Center**, hereinafter referred to as the "Contractor", for services as described therein, and the City Clerk is authorized to affix the City seal thereto: and

BE IT FURTHER RESOLVED that, prior to the release of any funds in connection with this contract for Fiscal Year 2012-2013, the following documentation must be submitted to the City of Decatur:

- Resolution of the Board of Directors (or other governing body) authorizing the Contractor to enter into this contract;
- Copy of the current by-laws of the Contractor;
- Copy of the determination letter from the IRS, or Alabama Legislative Act creating the Contractor which states the tax status of the Contractor;
- Copy of the Contractor's most recent audited financial statements;
- Copy of the Contractor's previous year's budget reconciling budgeted-to-actual revenues and expenditures;
- Copy of the Contractor's proposed budget for Fiscal Year 2012-2013 (including percentage of this contract to the total budget);
- Copy of the Contractor's certificate of insurance indicating Worker's Compensation insurance on its employees, if such insurance is required by law.

ADOPTED this 15th day of October, 2012.

SERVICE CONTRACT AGREEMENT
BY AND BETWEEN
THE CITY OF DECATUR
AND
CARNEGIE VISUAL ARTS CENTER

This agreement is made and entered into by and between the City of Decatur, Alabama, hereinafter referred to as the "City" and The Carnegie Visual Arts Center, hereinafter referred to as the "Contractor":

1. The term of this agreement shall be for one year commencing on the 1st day of October, 2012 and expiring on the 30th day of September, 2013. The agreement may be renewed in succeeding years for periods of one year per renewal by and through a proposal-request of the Contractor to provide specified services to the City, and by consent of the City to accept said services with payment made from funds appropriated by the governing body of the City.
2. The City agrees to pay the Contractor the total sum of **\$20,000** in monthly or one annual payment(s). In the event that public funds are unavailable for the performance of City's obligations under this contract, then this contract shall automatically expire without penalty to the City thirty (30) days after written notice to the Contractor of the unavailability of public funds. It is expressly agreed that City shall not activate this provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis which affects generally its governmental operations.
3. In consideration of the payment of the above sum, the Contractor will provide to the City the services set forth and described in documentation submitted to the Mayor in the authorizing Resolution of the City Council for this fiscal year 2013 and will utilize such funds solely for the purposes set forth in said documentation.
4. All costs, fees, licenses, etc., that are required by law of the Contractor to carry out the provisions of the herein agreement shall be at the sole expense of the Contractor.
5. The intent of this agreement is that the Contractor is an independent contractor and not an employee of the City and Contractor agrees to indemnify the City against any losses by reason of any claim by any party for injuries or damages arising out of the performance of the Contractor under this agreement.
6. The Contractor shall provide the City with a certificate of insurance indicating Worker's Compensation insurance for the Contractor's respective employees.
7. The Contractor has no authority to bind the City in any manner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20____.

ATTESTED:

THE CITY OF DECATUR

Stacy Gilley, City Clerk

Don Stanford, Mayor

CONTRACTOR:

By:_____

Its:_____