

## **AGREEMENT FOR PUBLIC SERVICES**

This Agreement for Public Services (“Agreement”) is made as of the date of the last signature below between the **CITY OF MARSHALLTOWN, IOWA** (“CITY”), an Iowa municipal corporation, and the **ARTS + CULTURE ALLIANCE** (“ACA”), an Iowa non-profit corporation.

### **RECITALS**

**WHEREAS**, the CITY supports creative placemaking in the City of Marshalltown; and

**WHEREAS**, ACA plays an important role in community development of the City of Marshalltown; and

**WHEREAS**, ACA leads the development of a creative community through arts and culture; executes the City’s Arts and Culture Master Plan; represents the creative community on local, state and national levels; and leads creative placemaking efforts; and

**WHEREAS**, continued support of ACA promises to benefit the CITY, its businesses, and its residents through increased community pride, engagement, awareness and authenticity in community development projects; and

**WHEREAS**, the City Council has determined that ACA’s activities to enhance creative placemaking constitutes a valued public service to the residents of Marshalltown for the reasons stated herein.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of ACA providing valued public services to the City of Marshalltown, its residents, and its businesses, and other good and valuable consideration, the CITY and ACA agree as follows:

1. **FINANCIAL CONTRIBUTION.** The CITY agrees to contribute one hundred and twenty-five thousand dollars (\$125,000.00) for the period starting January 1, **2024**, and ending December 31, **2028**, as long as the following conditions are met:

a. ACA continuously establishes itself as a domestic non-profit corporation pursuant to applicable laws of the State of Iowa and as a 501(c)(3) tax-exempt organization pursuant to application regulations of the Internal Revenue Service; and

b. ACA uses one hundred percent (100%) of the funds received from the CITY in support of creative placemaking and to implement the City’s Arts and Culture Master Plan; and

2. **MANNER OF PAYMENT.** The CITY's contribution shall be paid to ACA in four equal quarterly payments no later than January 31, April 30, July 31 and September 30 each year. As these payments are coming from a designated revenue source, the funds must be available to the City prior to any quarterly payment being made to the ACA.

3. **ACCOUNTING.** ACA shall prepare and submit to the CITY, no later than January 1 and July 31 each year starting with July 31, 2024, a bi-annual accounting report of all funds received pursuant to this Agreement and offsetting expenditures to ensure such funds are used for the intended purpose(s).

4. **REPAYMENT.** ACA agrees to repay to the CITY any funds received pursuant to this Agreement which it cannot demonstrate have been used for the intended purpose(s). The determination as to whether a particular expense has been appropriately used for such activities shall be made by the City Council in its sole discretion. In the event repayment is required, ACA shall remit payment to the CITY within sixty (60) days of receiving the CITY'S written demand for repayment.

5. **BREACH.** In the event of a breach of this Agreement, the party prevailing on a breach of contract claim shall be entitled to recover its damages, as well as its reasonable attorney's fees and court costs incurred in the breach of contract action. This provision does not preclude a party from seeking injunctive relief in addition to seeking to recover its damages and reasonable attorney's fees and court costs.

6. **JURY WAIVER.** Both parties voluntarily and knowingly waive the right to a jury trial in any action which is related to this Agreement.

7. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply and bind the successors in interest of the parties. This Agreement contains the entire agreement of the parties on this subject and shall not be amended, except by a written instrument duly signed by the CITY and ACA. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context. Iowa law governs the interpretation and enforcement of this Agreement.

8. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.

9. **APPROVAL; AUTHORITY.** This Agreement is expressly contingent upon approval by the City Council of Marshalltown, Iowa.

10. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. ACA and the CITY agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

11. **EXECUTION.** and if executed by both ACA and the CITY, this Agreement shall become a binding contract.

**ARTS + CULTURE ALLIANCE**  
an Iowa non-profit corporation

**CITY OF MARSHALLTOWN, IOWA,**  
an Iowa municipal corporation

Dated this \_\_\_\_ day of \_\_\_\_\_ 2023

Dated this \_\_\_\_ day of \_\_\_\_\_ 2023

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

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

Joel T.S. Greer, Mayor

\_\_\_\_\_  
(Print Name), (Print Title)

Attest: \_\_\_\_\_

Alicia Hunter, City Clerk

Address: 709 S/ Center St. Suite 133  
Marshalltown, IA 50158

Address: 24 North Center Street  
Marshalltown, IA 50158

Telephone: (641) 752-2787

Telephone: (641) 754-5701