

AN AMENDED AGREEMENT CONCERNING THE DISPOSITION AND USE
OF FUNDS DISBURSED THROUGH THE CITY OF URBANA
CONSOLIDATED SOCIAL SERVICE PROGRAM, FISCAL YEAR 2009-2010

THIS AGREEMENT is made effective July 1, 2009, by and between the CITY OF URBANA, Illinois, body corporate and politic, hereinafter referred to as the City, and Urbana-Champaign Independent Media Center a not-for-profit corporation, hereinafter referred to as the Grantee, in consideration of the following mutual covenants and conditions:

1. The City will disburse to the Grantee the sum of **\$7,300.00**, which said sum will be paid in **four** equal installments of **\$1,825.00** in accordance with the provisions of this Agreement, to the Treasurer of the said Agency, commencing on the 1st day of July, 2009, with no installment to be issued after June 30, 2010.

2. The Grantee will use the funds received under this Agreement only as follows:

IndyMedia and Arts Lab; compensation for staff, lunches, utilities and materials.

3. Prior to payment of the 1st installment, the Grantee will provide to the City an audit or financial report of the Grantee's most recently completed fiscal year.

4. Prior to payment to the Grantee of any installments of the sum to be paid under this Agreement beyond the initial payment, the Grantee will furnish to the City, in a form satisfactory to the City, a certification that the prior installment has been expended in accordance with this Agreement.

5. Prior to payment of the 1st installment, a Grantee which receives state or federal funding and is required by state or federal law to file an external audit, must provide to the City a copy of the most recently completed audit. Subsequent to payment of all installments, such Grantee must provide a copy of the audit for the contract year within ten days after completion of the audit.

6. The Grantee will establish on its books and records a separate set of accounts for the funds received under this Agreement, in which it will account for the receipt and expenditure of the funds.

7. The Grantee will use fiscal, accounting, and audit procedures which conform to accepted accounting practices and applicable statutes.

8. The Grantee will provide to the City, on reasonable notice, access to and the right to examine such books and records of the Grantee, and the Grantee will make such reports to the City, as the City may reasonably require so that the City may determine whether there has been compliance with this Agreement.

9. If it is determined by the Mayor of the City of Urbana that any expenditure made with the funds provided under this Agreement is prohibited by law, the Grantee will reimburse the City any amount that is determined to have been spent in violation of the Agreement and/or grant.

10. No person shall be excluded from participation in programs the City are funding, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, color, national origin, sex, sexual orientation, religion, or on any other ground upon which such discrimination is prohibited by law.

11. The Grantee will comply with all applicable statutes, ordinances and regulations.

12. The Grantee will not use any of these funds for lobbying purposes.

13. In the event that the Grantee does not use all or a part of the funds received under this Agreement for the purposes set forth herein by the end of the City fiscal year in which this Agreement is made, the Grantee will repay to the City all such funds not so used, and any interest earned thereon.

14. All provisions of this Agreement concerning the funds provided under this Agreement shall apply to any interest earned on those funds.

15. This Agreement may be terminated by the City upon thirty days notice in writing to the Grantee for failure of the Grantee to comply with the covenants and conditions set forth herein.

16. The Grantee will save and hold harmless the City and any officer or employee or agent of any kind of the City from and against all actions, claims or demands of any kind or character whatsoever, which may in any way be caused by or arise out of the Grantee's conduct, activities or programs in the performance and completion of promises and functions or in the achievement of goals and objectives pursuant to this Agreement executed by and between the City and the Grantee.

17. This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

18. The foregoing constitutes the entire Agreement and no verbal statement made before, on, or after the date hereof shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto, pursuant to authority granted by their respective governing bodies, have executed this Agreement by their authorized officers and with their corporate or official seals attached, on the date first set forth above.

CITY OF URBANA

GRANTEE

Mayor, City of Urbana

Agency Board Chair

Date signed

Date signed

ATTEST:

City Clerk

Agency Board Secretary

Date signed

Date signed