

# AGREEMENT FOR THE RECEIPT AND USE OF CITY FUNDS

by and between

The City of Muscatine, Iowa

and

Greater Muscatine Chamber of Commerce and Industry (GMCCI)



This Agreement is entered into between the City of Muscatine, Iowa, an Iowa municipal corporation (hereinafter "City") and Greater Muscatine Chamber of Commerce and Industry (the "Agency" or "GMCCI"), an Iowa not-for-profit organization organized in the State of Iowa, on the 2<sup>nd</sup> day of March 2017, for the purpose of establishing certain conditions on the receipt, expenditure and use of City funds received by the Agency.

I. Receipt of City Funds. The City agrees to allocate twenty-five (25) % of those receipts from the Hotel Motel Tax towards the Convention and Visitor Bureau (CVB). Of this allocation a sum not less than \$60,000 the city receives for fiscal year 2017/2018 will be paid to the Agency for management of the CVB. The Agency shall use the remainder of the approved CVB operations budget for uses as directed under the approved budget and for purposes specified in this Agreement. Payments of \$5,000 shall be paid monthly during the 2017/2018 fiscal year beginning July 15, 2017 and extending through June 15, 2018. The City and Agency further agree that services under this agreement will begin in March of 2017, prior to the start of the 2017/2018 fiscal year, and the \$5,000 monthly payments will begin on March 15, 2017 and will continue through June 15, 2017 to complete the 2016/2017 fiscal year. The City will continue to account for the revenues, expenditures, and funds of the CVB. The Agency shall designate one employee to use the City's financial system to process purchase orders and to make other purchases following city purchasing policies. The City retains the right to unilaterally adjust the amount of any disbursement if the City determines that insufficient public funds exist to provide funds to the Agency at the level indicated in this Agreement or if grant funding is received by GMCCI. GMCCI will perform professional and administrative functions involving planning, organizing, coordinating and directing the activities of the Convention and Visitor's Bureau (CVB) that market and support the Muscatine area.

II. Use of City Funds. As a condition of the receipt of the City funds set forth in paragraph I, the Agency agrees to expend such funds pursuant to the following:

- Develop targeted promotional and informational material for media (i.e. brochures, Internet, radio, television, newspapers) directed to individuals, groups, networks of hospitality professionals, sports groups, tour companies, local attractions, and event coordinators.
- Cultivate and maintain relationships with visiting sports teams to ensure they have a quality visit and hopefully return
- Disseminate information by personal visits, correspondence, media pieces, and phone calls about facilities and amenities available in the Muscatine area.
- Develop and supervise plans to promote the Muscatine area as a tournament, meeting,

tourist and convention destination.

- Ensure maintenance of current and accurate information on the CVB related website pages – especially area calendar of events that relate to the Muscatine area, tourism, conventions, and trade shows.
- Serve as public relations leader to promote all CVB activities at the local, regional, and state level.
- Develop and maintain tracking instruments to measure results of marketing efforts.
- Prepare and administer budget for CVB. Responsible to report budget information and financial status as required by the board.
- Actively seek grant and other funding sources to help finance the activities of the CVB.
- Provide supervisory role to CVB staff, interns, and volunteers.
- Capitalize on visitors while they are here (weddings, soccer tournaments, baseball/softball tournaments, business conferences).
- Form a hospitality committee (hotels, event venues etc.).
- Grow Chinese tourism and capitalize on current momentum.

**III. Reporting Requirements.** As a condition of the receipt of the City funds set forth in paragraph I, the Agency hereby agrees to abide by the following reporting guidelines:

- A. GMCCI will provide quarterly (or monthly) metrics as established by the City, CVB and the Agency. To include those metrics currently being reported,
- B. GMCCI will prepare and present an annual report and assessment of outcomes/metrics to the City on or before November 1<sup>st</sup>, and
- C. Additionally, the agency shall provide the following documents annually to the City on or before November 1<sup>st</sup>:
  - a. The Agency's current IRS form 990 as well as a copy of the annual report filed with the Iowa Secretary of State,
  - b. A copy of the Agency's current financial audit,
  - c. A copy of the Agency's budget for the next fiscal year.

**IV. Independent Contractor.** The Agency agrees that it is an independent contractor of the City, and that the employees, agents, and vendors of the Agency are not employees of the City.

**V. Retention and Access to Records.** The Agency shall follow all state laws as to open records related to the CVB. The Agency shall provide the City, the City Administrator, or any authorized representative of the City access to and the right to examine all records related to the expenditure of City funds. The Agency shall keep financial

records and all other records pertaining to these funds for a minimum of three (3) years. The City may, at its sole option, conduct an audit related to this agreement. The Agency shall, upon City's request, make its records, employees and property related to the CVB available within reasonable timeframe.

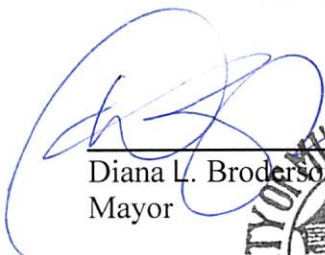
VI. Withholding of Payment. The City shall retain the authority to withhold any and all payments to the Agency if, in the sole judgment of the City, the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.

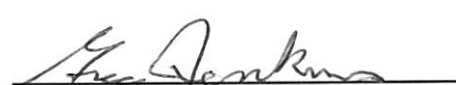
VII. Assignment. The Agency shall not voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof without the prior written consent of the City. Any attempt to make an assignment in violation of this provision shall be a material default under this Agreement and any assignment in violation of this provision shall be null and void.

VIII. Miscellaneous. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of Iowa. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties.

If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

SIGNED this 2nd day of March, 2017.

  
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Diana L. Broderson  
Mayor

  
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Greg Jenkins  
President, GMCCI

ATTEST:

  
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Gregg Mandsager  
City Clerk