

**AGREEMENT FOR SERVICES BETWEEN THE CITY OF ST. CHARLES AND
THE ST. CHARLES CONVENTION AND VISITORS BUREAU**

WHEREAS, the City of St. Charles, hereinafter referred to as " City," is desirous of promoting and developing tourism and conventions; and,

WHEREAS, Chapter 3.32, "Municipal Hotel Operators' Occupation Tax," of the City of St. Charles, Illinois, Municipal Code (hereinafter referred to as "Hotel Tax Ordinance") provides for such activities in accordance with the limitations of the ordinance; and,

WHEREAS, the St. Charles Convention and Visitors Bureau, , (hereinafter referred to as "the Bureau") an Illinois not-for-profit organization certified by the State of Illinois to promote a designated service area including the City of St. Charles and St. Charles and Campton Townships, can provide marketing, sales, and convention servicing as required by the Illinois Bureau of Tourism to promote City.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- I. In consideration of the promises, terms and conditions set forth, the Bureau shall devote its energies to tourism promotion of the Greater St. Charles area including, but not limited to, meetings, conventions, sports events, motorcoach visits and individual leisure visits for the purpose of increasing hotel overnight stays and day trips. Activities to include, but not limited to:
 - A. Analyze the area's major attributes with the purpose of capitalizing on those characteristics;
 - B. Serve as an information source to those inquiring about St. Charles;
 - C. Create and execute an annual marketing plan to include its mission statement, situation analysis, defined goals and objectives for all target markets, past results of promotional initiatives based on tracking of leads generated, booked business, overnight leisure stays, convention servicing endeavors, advertising responses, future advertising placements, and anticipated return on investment;
 - D. Continue to provide convention services to meeting, event, and sports planners who have chosen St. Charles as a destination and to communicate specific needs to Greater St. Charles businesses, City, and other government units when appropriate;
 - E. Maintain and enhance existing relationships with St. Charles hotels. Continue to meet with the hotel community on a quarterly basis. Serve as a

resource to Greater St. Charles merchants, restaurants, and other hospitality-related venues;

- F. Seek grants on all levels to assist in the funding of planned activities;
- G. Interface with other local, state and regional tourist and convention bureaus;
- H. Continue to assess the results of the Bureau's work and provide annual written reports to the City Council.

- II. In consideration of the foregoing services provided by the Bureau, City agrees to pay to the Bureau Five Hundred Eighty Five Thousand dollars and no/100 cents (\$585,000.00) less the amount of any operating cash balance in excess of \$200,000 on hand at June 30, 2014 for the period beginning May 1, 2014 and ending April 30, 2015. Payment shall be made on a monthly basis, subject to deductions by City for collection costs (including expenses of litigation to defend the imposition or collection of the tax). Any non-tourism, matching funds grants which the Bureau assists City in obtaining shall be treated as a separate matter.
- III. In addition to the \$200,000 cash balance identified in Section II. Above, the Bureau shall be entitled to retain an additional reserve of \$30,000 for the purposes of mitigating poor financial performance of the Scarecrow Festival held in October of each year. Said reserve shall not count in the computation of the \$200,000 reserve identified in Section II above.
- IV. The Bureau will not enter into any relationship, contractual or otherwise, which will subject City to any liability. The Bureau, an independent contractor, receives funding from City to provide consulting and planning services with respect to tourism development and has no authority to bind City in any matter. The Bureau further agrees to indemnify and hold harmless City from any and all liability, losses or damages, including reasonable attorneys' fees, arising from the execution or implementation of this agreement, including any action against City with respect to the collection of the special tax provided for by the Hotel Tax Ordinance.
- V. The Bureau shall maintain records of all of its activities for a period of at least seven years, which records shall upon request be subject to inspection and copying by City or its designated agent at City's sole expense at any reasonable time or times during the operation of this agreement and for a period of three years thereafter.

- VI. This agreement shall terminate on April 30, 2015, and the consideration therefore may be renewed by a written instrument executed by both parties.
- VII. The Bureau shall provide City with a monthly financial report including a profit and loss statement, along with an annual balance sheet. The current profit and loss statement shall be provided to City within thirty (30) days after the end of the month for which the statement is prepared. The Bureau shall comply with the terms and conditions of City's Policy Regarding Funding for External Agencies, as it exists on May 1, 2014.
- VIII. The Bureau agrees that it will continue to identify, recruit, and appoint new and/or additional members to its Board of Directors to represent the hotel and restaurant industry of the City of St. Charles. The Bureau also agrees to maintain its by-laws so as to restrict the duration and number of terms of office members of the Board of Directors may serve.
- IX. Upon termination of this agreement, any funds paid to the Bureau and not used or otherwise subject to pending contract requirements of the Bureau shall be returned to the City.
- X. In the event of a default by either party under this agreement, the other party may elect to terminate the agreement by serving ten-day written notice upon the other party.
- XI. The foregoing is the entire agreement made by and between the parties hereto and has been examined by each of the said parties.
- XII. Any amendment to this agreement shall be effective only if evidenced by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this _____ day of June, 2014.

ST. CHARLES CONVENTION AND VISITORS BUREAU

CITY OF ST. CHARLES

By _____
President

Mayor