

AGREEMENT FOR SERVICES

This Agreement made and entered into on this _____ day of _____, 2012 by and between the City of Kirksville, Missouri (hereinafter referred to as the "City") and the Kirksville Area Chamber of Commerce, a not-for-profit Missouri Corporation (hereinafter referred to as the "Chamber").

WITNESSETH:

WHEREAS, the Citizens approved a transient guest tax, hereinafter referred to as a "Lodging Tax" on the charges for all sleeping rooms paid by the transient guests of hotels or motels situated in the City at a rate of 3.6%; and

WHEREAS, the Lodging Tax became effective after its approval at the municipal election on August 8, 2006.

WHEREAS, the City and the Chamber entered into our first Agreement for services whereby the City was responsible for the collection of the Lodging Tax and the Chamber was responsible for the expenditure of said funds for the promotion of tourism and to attract visitors and conventions to the City in 2006.

NOW THEREFORE, in consideration of these premises and the mutual covenants herein contained, the City and Chamber agree as follows:

Lodging Tax. This agreement shall be effective based upon the Lodging Tax approved by qualified voters as provided herein.

Term of Agreement. The Term of Agreement will be ongoing from the date of approval for Addendum A, signed July 20, 2009, unless one of the parties gives notice not less than thirty (30) days in advance of the anniversary date of the original agreement, signed May 18, 2006, of the intent of the party to not renew this Agreement.

Lodging Tax Collection. The City agrees to collect 3.6% Lodging Tax on the gross daily rent due and paid by transient guests of all sleeping rooms occupied and rented by transient guests of hotels and motels located in the City. The City shall deposit the funds received from this tax in a fund to be created and known as the Convention and Tourism Fund.

Administrative Fee. The City shall retain 1% of the total tax collected per year to cover the costs of the collection and administration of the convention and tourism fund.

Lodging Tax Remittance. The City will pay the Chamber 99% of all of the City Lodging Tax collected by the City. The City will make the aforementioned payment to the Chamber within sixty (60) days after the tax proceeds are collected by the City.

Use of Funds. The Chamber agrees at all times during the term of this Agreement to (a) be responsible for the expenditure of the funds in the City's convention and tourism

fund submitting an annual budget in November for review by the City Council; (b) use good and professional judgment in the expenditure of such funds; and (c) utilize the funds from the convention and tourism fund only for the purpose of the promotion of tourism and the attraction of visitors and conventions to the City of Kirksville, as allowed by law.

Annual Report. The Chamber shall provide an annual report to the City Council in February of each year. The annual report shall be comprehensive including a review of the budget to actual expenses, list of tourism supported/attracted events resulting in overnight lodging, annual occupancy rates by hotel, list of advertising partnership sponsorships including sponsorship amounts and details of use of funds, and marketing efforts.

Convention and Tourism Advisory Board. A Convention and Tourism Advisory Board was established consisting of nine (9) members, with two (2) members appointed by the City Council; five (5) members appointed by the Chamber of Commerce (with at least three of those members from the lodging industry within Kirksville); one (1) member appointed by the President of Truman State University; and one (1) member appointed by the President of A. T. Still University.

Advisory Board Conditions and Terms. The Convention and Tourism Advisory Board shall meet and organize themselves by the election of a chairman, vice-chairman, and a secretary/treasurer. The Convention and Tourism Advisory Board shall make and adopt bylaws, rules and regulations and other operating procedures which shall be approved by both the City and Chamber, and thereafter serve in an advisory capacity as to the expenditure of funds to promote tourism under this Agreement.

Personnel. The parties agree that any and all personnel shall be considered employees of the Chamber. The Chamber Executive Director shall conduct an annual performance evaluation of said personnel responsible for the execution of the Tourism program. Upon completion, the Chamber Executive Director shall provide a summary assessment to the City Manager and City Council, including expected goals for the coming year.

Hold Harmless. The Chamber agrees to save and hold harmless the City from any and all liability or damages, including legal fees and court costs, which may arise out of the Chamber's performance on the Agreement.

Breach. In the event Chamber shall breach any of the terms and provisions of this Agreement, and the Chamber shall fail to cure such breach after 10 (ten) days written notice thereof from the City, then the City may terminate this Agreement. Failure of the City to exercise such right of termination for breach hereof shall not prevent the City from exercising such election upon the occurrence of any subsequent breach of the same term or provision of this Agreement.

Agreement Changes. This Agreement may only be changed or amended mutually in writing.

Complete Agreement. This writing contains all of the terms and conditions of the Agreement and no prior oral or written representations of the parties, not contained in writing herein, are part of the Agreement.

Notice. Any notice to be given pertaining to this Agreement is to be provided to the following:

Executive Director
Kirksville Area Chamber of Commerce
304 S. Franklin Street
P.O. Box 251
Kirksville, MO 63501

City Manager
City of Kirksville
201 South Franklin Street
Kirksville, MO 63501

In witness whereof, the undersigned have placed their signatures as representatives of the parties hereto as of the day and year first above written.

CITY OF KIRKSVILLE

Richard L. Detweiler, Mayor

ATTEST:

Vickie Brumbaugh, City Clerk

KIRKSVILLE AREA CHAMBER OF COMMERCE

Executive Director

ATTEST:

Secretary