

## **Decatur Area Convention & Visitors Bureau**

### **Funding Agreement**

**FY 2020 – 2022**

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by the between the Decatur Area Convention & Visitors Bureau ("Grantee") and the City of Decatur, Illinois, an Illinois home rule municipality ("City").

In exchange for the Grantee providing certain services and agreeing to the following duties and responsibilities as set forth in this Agreement, City agrees to pay to the Grantee the sum of Two Hundred Fifty Thousand Dollars (\$250,000) annually for three years.

#### **I. Responsibilities and Duties**

##### **A. The Grantee agrees to:**

1. Maintain a professional staff including a full-time Executive Director (as required by the State) that manages the efforts of the Grantee and coordinates with the Board of Directors to accomplish organizational goals.
2. Provide reports to the City as needed or requested, on activities and programs within the term of this contract, including an annual report to the City Council.
3. Coordinate with area businesses and organizations to actively promote events taking place in the City or surrounding Macon County, including maintaining a single comprehensive calendar of events on the Grantee's website, and promoting events through online and print media.
4. Producing and distributing an annual visitor's guide showcasing the Decatur/Forsyth area. The City shall be provided these guides for distribution at no cost.
5. Provide advice, assistance, and accompaniment to the City on important and sensitive business and tourism industry retention and recruitment matters.
6. Provide bi-monthly reports to City Manager, Mayor and City Council on activities and leads and prospects as they pertain to potential locations in the City. Provide an Annual Report to the City Council.
7. Assist, coordinate and manage at least one event annually within City limits that is intended to draw visitors from the region to the City.
8. Maintain all books and records and other recorded information required to comply with any and all applicable laws, statutes, regulations and ordinances including, but not limited to the requirements of the Illinois Local Records Act and the City Records

Retention requirements, the Illinois Freedom of Information Act and the Illinois Open Meetings Act. Grantee shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act.

9. Provide the City with following documents as soon as available after the close of the fiscal year: Grantee Annual Budget for following year, Auditor's report for completed fiscal year or document that is sufficient to the City Manager or their designee.
10. Recognizing the Transfer House is an historical structure with significant value to the City, Grantee agrees to raise monies and obtain services required for necessary improvements to the Transfer House and shall be responsible for managing the use of the Transfer House in compliance with City policies, rules and regulations.
11. Make all repairs, improvements and renovations in compliance with all required Federal, State and City laws, ordinances and regulations and only after receiving written authorization for the repairs, improvements and renovations from the City Manager or his designee.

B. City agrees to:

1. Pay the agreed upon amount to Grantee upon City Manager recommendation of compliance with this Agreement in equal quarterly payments of Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) payable in January, April, July and October.
2. Provide to Grantee policies, rules and regulations pertaining to the use of the Transfer House.
3. Provide all necessary utilities for use of the Transfer House.
4. Pay to Grantee the sum of Ten Thousand Dollars (\$10,000) in addition to the amount set forth above during those years the City hosts the Farm Progress Show to be used towards the expenses of the Vendor Dinner and International Tent hosted by the City, Grantee and the Village of Forsyth, Illinois.

## II. INDEMNIFICATION AND HOLD HARMLESS

That the Grantee hereby agrees that it shall indemnify, defend and hold harmless the City of Decatur, its elected officials, officers, employees and agents, from any and all claims, liabilities or damages whatsoever arising out of the activities of the Grantee, the conduct of the activities specified above, for any and all debts incurred by the Grantee or for any of the acts of omissions or commission by the Grantee, any of its officers and its board members to the fullest extent permitted by law. The Grantee also agrees that it shall comply with all laws applicable to the conduct of the activities described above.

## III. INDEPENDENT CONTRACTOR

The Grantee acknowledges that neither it nor its staff shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal proposes. Grantee shall have sole control over the manner and means of providing the work and services performed under this agreement. Grantee will not be considered an employee of the City for any purpose.

#### IV. TERM

That this Agreement shall be for the term of three years commencing January 1, 2020 and concluding December 31, 2022. That this agreement may not be altered or amended without prior written consent of both parties hereto.

#### V. VENUE

If additional time is necessary to comply with the request, the Grantee may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the Macon County Circuit Court, Macon County, Illinois.

#### VI. TERMINATION

This agreement may be declared null and void by either the Grantee or the City should either party fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by the other party, and during which time the other party has not complied with this Agreement's provisions and conditions. Either party may terminate this Agreement at any time for any or no reason upon delivery of 90 days' prior written notice to the other party. Any payment made paid prior to such notice of termination of this Agreement is earned when paid and nonrefundable.

***In witness whereof, the parties have signed as of the day and year written above.***

CITY OF DECATUR

DECATUR AREA CONVENTION  
AND VISITORS BUREAU

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date