

AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT BY AND BETWEEN LEE'S SUMMIT CHAMBER OF COMMERCE, INC. AND THE CITY OF LEE'S SUMMIT, MISSOURI, FOR MARKETING SERVICES TO BE PROVIDED TO THE CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, Lee's Summit Chamber of Commerce, Inc. (the "Chamber") is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City of Lee's Summit, Missouri (the "City") in the past; and,

WHEREAS, the City, by Ordinance No. 4611, did levy a license tax on certain gross receipts of hotels, motels and similar places of business, the proceeds of which were to be used to promote the general economic welfare of the City, including, but not limited to, the attraction and retention of business and industry to the community and/or the promotion and provision of facilities for tourism, conventions, and visitors; and,

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate proceeds from the license tax to the Chamber as compensation for the performance of various marketing related services to be provided to the City; and,

WHEREAS, the Public Service Agreement attached hereto as Exhibit A and incorporated herein by reference as though fully set forth, outlines the scope of services expected of Chamber in exchange for payment by City, as well as various other provisions memorializing the agreement between the City and the Chamber; and,

WHEREAS, the City and the Chamber desire to enter into the Public Service Agreement in order to formalize the agreement between the parties.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. That the Public Service Agreement by and between the City of Lee's Summit, Missouri and the Lee's Summit Chamber of Commerce for the provision of marketing services, a true and accurate copy being attached hereto as Exhibit A and incorporated herein by reference be and hereby is approved.

SECTION 2. That the City Manager is hereby authorized to execute said Public Service Agreement by and on behalf of the City.

SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

SECTION 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of Lee's Summit, Missouri, this 1<sup>st</sup> day of June, 2017.

  
\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

  
\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said city this 6<sup>th</sup> day of June, 2017.

  
\_\_\_\_\_  
Mayor *Randall L. Rhoads*

ATTEST:

  
\_\_\_\_\_  
City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Counsel of Management & Operations/Deputy City Attorney  
*Jackie McCormick Heanue*

**PUBLIC SERVICE AGREEMENT BY AND BETWEEN  
LEE'S SUMMIT CHAMBER OF COMMERCE, INC AND  
THE CITY OF LEE'S SUMMIT, MISSOURI**

This Agreement, made and entered into this 26<sup>th</sup> day of June, 2017, is by and between Lee's Summit Chamber of Commerce, Inc., a Missouri nonprofit corporation (the "Chamber"), and the City of Lee's Summit, Missouri, a Missouri constitutional charter city (the "City").

WITNESSETH:

WHEREAS, the Chamber is a nonprofit corporation which has demonstrated evidence of its tourism marketing abilities and has provided tourism marketing services to the City in the past; and

WHEREAS, The Lee's Summit Brand is the embodiment of how the City wants its audiences to feel about Lee's Summit. A strong brand personality allows Lee's Summit to present a clear, concise, relevant message; and

WHEREAS, the City has determined that it is in the best interests of the City, and important to the promotion of the general economic welfare of the City, to allocate funds to the Chamber as compensation for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and mutual benefits from the tourism and community marketing services set forth, the Chamber and the City agree as follows:

**I. SCOPE OF SERVICES TO BE PROVIDED BY CHAMBER**

**A. Tourism Destination Marketing**

Marketing- Utilize research as the foundation for all development, execution and implementation to ensure our messaging remains relevant in positioning the City as a tourism destination, including, but without limitation to, the following:

1. Enhancement and maintenance of lstourism.com – including features such as mobile accessibility, videos and interactivity for the end user; and

**Benchmark Accountability Indicator:** Number of hits, length of time spent on the website, clicks to social media and tourism partners.

2. Annually design, print and distribute a visitors guide, tourism brochure and a street & attractions map; and

**Benchmark Accountability Indicator:** Number of brochures and visitor guides distributed annually, as well as digital copy hits/clicks.

3. Research an enhanced tourism effort to fully engage Lee's Summit in recruitment, retention and promotion of the region's tourism assets; and

**Benchmark Accountability Indicator:** Provide a report of the research findings to the City Council's Community and Economic Development Committee no later than June 1, 2018.

4. Development, execution and placement of destination marketing materials in publications, digital media which target the community's primary and secondary audiences and continue to manage the online tourism efforts (i.e.: social media). Target our messaging platforms ensuring our messages are relevant to our intended target audience, thereby delivering the right message to the right audience: and

**Benchmark Accountability Indicator:** Employ media measurement tools to continually monitor reach, frequency, household circulation, impressions and cost per thousand. Comparing the community's data points against other communities and industry standards.

**Benchmark Accountability Indicator:** Negotiate favorable rates to continue enhancing our purchasing power as a community. Demonstrate, in collective terms, the savings realized through negotiated rates versus full market rates, achieving demonstrable savings to the City. Realized savings and services must continue to exceed those of traditional third party marketing and advertising firms.

**Benchmark Accountability Indicator:** Qualitatively assess among community stakeholders and other city-wide event coordinators the overall impact to their respective events due to the coordinated print, digital and social media outreach.

**Benchmark Accountability Indicator:** The City's Hotel/Motel Bed Tax and general sales tax from restaurants will experience a collective 1% increase in receipts.

#### B. Community Marketing

1. Continue to ensure that City's brand messaging is steeped in research; and

**Benchmark Accountability Indicator:** As needed, update a quantitative research study that tracks those dimensional "benchmarks" from the North Star Study (unaided and aided awareness, attitudinal and perception reporting).

**Benchmark Accountability Indicator:** Every other year report outcomes of the dimensional benchmarks.

2. Continue to build private sector cooperative branding alliance opportunities; and

**Benchmark Accountability Indicator:** Report the number of private entities and collective dollars raised to promote the community brand annually. Baseline for future reports is July 1, 2015 – June 30, 2016.

3. Community Marketing Director will continue to work with City, DLSMS, EDC, Chamber and private sector business partners; and

**Benchmark Accountability Indicator:** Coordinated monthly communications will be undertaken and delivered to the chief administrative officer of each of the stakeholder entities.

4. Community Marketing Director will continue to work with the Marketing Task Force, comprised of City, DLSMS, EDC & private business representatives; and

**Benchmark Accountability Indicator:** Marketing Task Force will meet on a quarterly basis to provide advice and counsel to Community Marketing Director.

5. Continue tracking all available media measurements including: reach, frequency, household penetration, circulation, CPM (cost per 1000), website/ visitation duration; and

**Benchmark Accountability Indicator:** Report the community's data points against other communities and industry standards.

6. Continue to develop, create & revise all presentation materials as needed to include timely research finds and pockets of opportunity within the community; and

7. Continue to coordinate, concept, write and plan all community marketing materials with City, Chamber and private sector partners keeping consistency within brand standards; and

**Benchmark Accountability Indicator:** Demonstrate regular communication and coordinated meetings amongst city leadership, communications personnel and representatives from key stakeholders ensuring brand consistency across platforms.

8. Continue to ensure maximum impact ROI on all branding investment dollars (value added, no-charge, bonus spots, preferred position and extra inclusions); and

**Benchmark Accountability Indicator:** Semi-annually report the community's total value-added and no-charge components in dollars as if they were to be purchased at market rates.

9. Continue to enforce the Graphic Brand Standards which will protect our trademark and to ensure that it remains true and consistent, thereby safeguarding our investment.

**Benchmark Accountability Indicator:** Every other year, report any updates to the Graphic Brand Standards.

## **II. TERM AND TIME OF PERFORMANCE**

The term of this Agreement shall be from July 1, 2017 to June 30, 2018, and shall be eligible for up to two (2) additional automatic one year renewals, unless notification is given of intent not to renew by either party, in writing, no less than thirty (30) days, prior to the date of automatic renewal and subject to appropriation by the City Council as contemplated herein.. It is contemplated that the parties may enter into similar agreements for successive years, and to that end there shall be a review of the Chamber's performance by the City Manager. The City Manager's review shall be completed no later than April 1, 2020. To facilitate the review, the Chamber shall submit a copy of its annual budget each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager. The City Manager shall inform the Chamber by April 30 of the results of the City Manager's review.

## **III. COMPENSATION AND METHOD OF PAYMENT**

The City hereby agrees to compensate the Lee's Summit Chamber for the Services as outlined in Section I-A&B in a lump sum amount of \$157,500 at the beginning of each fiscal year. All compensation for the Services is subject to annual appropriations by the City. With the adoption of the annual City budget, the compensation for each fiscal year provided for in the Agreement is subject to appropriation, or non-appropriation at the time.

-The Chamber shall spend said sums in accordance with the budget, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

## **IV. AUDIT, INSPECTION OF RECORDS, AND PERFORMANCE REVIEW**

The Chamber shall permit an authorized representative of the City to inspect and audit all data and records of the Chamber related to its performance under this Agreement.

The Chamber shall submit to City an accounting of all funds spent by the Chamber for the preceding fiscal year on or before December 1 of each year.

## **V. SUBCONTRACTS**

The Chamber and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

**VI. NON-DISCRIMINATION PROVISIONS**

The Chamber will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, or age.

**VII. COMPLIANCE WITH THE LAW**

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

**VIII. CONFLICT OF INTEREST\POLITICAL ACTIVITY**

The elected officials, public officials, employees and agents of the City shall comply with all applicable laws and regulations relating to conflicts of interest with regard to the work and compensation covered by this Agreement.

The Chamber shall not use the compensation paid through this Agreement for political activities or legislative activities. For the purpose of this Agreement, the terms "political activities" and "legislative activities" shall have the meanings ascribed to them by the Internal Revenue Service.

**IX. INDEPENDENT CONTRACTOR**

The Chamber is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided for herein as an independent contractor.

**X. INDEMNIFICATION**

The Chamber shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of the Chamber or its agents, employees, or subcontractors, arising out of or in any way connected with the the subject matter of this Agreement and the work and operations expressly authorized herein; provided, however, that the Chamber need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom the Chamber has contracted for additional services under the terms of the Agreement.

**XI. CANCELLATION, TERMINATION OR SUSPENSION**

- A. This Agreement may be terminated at any time by written, mutual agreement of the parties. The City may terminate the Agreement immediately if funds are not appropriated for the Services described herein. The City shall have the right to terminate this Agreement in the event that the Chamber is in default or violation of the terms or provisions of this Agreement and fails to cure such default or violation in the manner specified in subsection 'B' below.
  
- B. In the event of such default or violation by the Chamber, the City shall send to the Chamber by certified mail a Notice Demand to Cure Default, explaining the specific nature and extent of the default or violation. The Chamber shall cure or remedy said violation or default within twenty (20) working days after receipt of said Notice, unless a longer time is agreed upon by both parties in writing. In case the default is not cured or remedied within twenty (20) working days or a longer time if agreed upon, the City may exercise its option to terminate this Agreement upon five (5) days written notice thereafter. Termination as aforesaid shall not relieve the Chamber of liability to the City for damages sustained by the City by virtue of any breach of this Agreement.

**XII. NOTICE**

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and is addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Manager  
City of Lee's Summit  
220 S.E. Green Street  
P.O. Box 1600  
Lee's Summit, Missouri 64063

Notice to the Chamber shall be addressed to:

President  
Chamber of Commerce  
220 S.E. Main  
Lee's Summit, Missouri 64063

**XIII. AMENDMENTS**

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and the Chamber mutually agree, changes to this Agreement may be effected by placing them in written form and incorporating them into this Agreement as an amendment.



**XIV. SEVERABILITY**

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.


**XV. ENTIRE AGREEMENT**

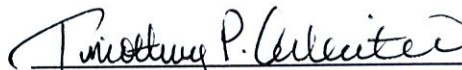
This Agreement constitutes the entire agreement between the parties with respect to its subject matter an any prior agreements, understandings, or other matters, whether oral written, are hereby merged into and made a part hereof, and are not of further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF LEE'S SUMMIT, MISSOURI  
Missouri constitutional charter city

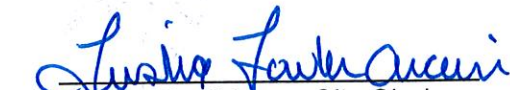
LEE'S SUMMIT CHAMBER OF  
COMMERCE, INC.  
a Missouri nonprofit corporation


  
Stephen A. Arbo, City Manager

  
Timothy P. Arbeiter, President

ATTEST:

ATTEST:

62   
Denise R. Chisum, City Clerk

  
Secretary

Approved as to Form:

  
Office of the City Attorney

	A	B	C	D	E	F
1	Lee's Summit Chamber of Commerce					
2	Community Marketing Budget					
3	2017-2018 Proposed Budget					
4						
5	<b>Income</b>					
6	City PSA Funding					\$ 157,500.00
7	Economic Development Initiatives (City)					\$ 32,000.00
8	Coopertative Advertising - Private Sector					\$ 50,000.00
9	Cooperative Research w/ Partners					\$ 14,000.00
10	LSEDC support (subject to EDC approval)					\$ 18,000.00
11	Tourism Concept Execution/Support					\$ 35,000.00
12					<b>Total Income</b>	\$ 306,500.00
13						
14						
15	<b>Expenses</b>					
16	Advertising (Magazine/Newspaper/Radio/Outdoor/TV)					\$ 155,000.00
17	Creative Design					\$ 20,000.00
18	Research (brand and digital)					\$ 34,000.00
19	Ad Specialty					\$ 10,000.00
20	Website Improvements & Maintenance					\$ 2,500.00
21	Administrative					\$ 85,000.00
22					<b>Total Expenses</b>	\$ 306,500.00
23						
24					<b>Net Income</b>	\$ -