

PLANNING & DEVELOPMENT

500 West Fourth Street

Davenport, Iowa 52801-1106

E-mail: planning@scottcountyia.com

Office: (563) 326-8643

Fax: (563) 326-8257



Timothy Huey
Director

To: Dee F. Bruemmer, County Administrator

From: Timothy Huey, Planning Director

Date: November 29, 2010

Re: Renewal of Management Agreement between Mississippi Valley Welcome Center Board and the Quad Cities Visitor and Convention Bureau.

The ownership of the Mississippi Valley Welcome Center is shared by agreement between the four local governments of Scott County, and the Cities of Davenport, Bettendorf and LeClaire. The Welcome Center Board in turn has entered into a Management Agreement with the Quad Cities Visitor and Convention Bureau to manage and run the Welcome Center. The agreement is approved in five year increments and coincides with the State Welcome Center agreement the QCCVB has with the Iowa Department of Economic Development Office of Tourism.

The ownership agreement established at the onset of the Welcome Center's operation states that the Cities of Davenport and Bettendorf will share 60% of the capital costs with their respective portion determined by the proportion of hotel/motel tax collected by each jurisdiction. Scott County shall provide 30% of the capital costs. The City of LeClaire will provide the remaining 10% but not to exceed \$5,000 in any one fiscal year. This joint agreement for ownership also states that Scott County will serve as the lead agency and develop a capital needs plan subject to the approval of all parties.

The management agreement for the Mississippi Valley Welcome Center states that the governing Board has the responsibility to develop and fund a long range capital expenditure plan. The agreement includes descriptions of what constitutes the care and maintenance responsibilities of the QCCVB and what are capital expenditure responsibilities of the Welcome Center Board.

I am the County's representative on the Welcome Center Board and serve as Chairman of that Board. Dave Donovan provides the technical support to the Board and develops and implements the 5 year Capital Improvement Plan in conjunction with the QCCVB, which manages and staffs the Welcome Center.

Staff would recommend approval of the renewal of the Management Agreement between the MVWC and the QCCVB. A copy of the agreement is attached.

MANAGEMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2010, by and between the Mississippi Valley Welcome Center Board, an entity created under provision of Chapter 28E of the Code of Iowa, ("MVWCB") whose address for the purpose of this agreement is 900 Eagle Ridge Road, LeClaire, Iowa and the Quad Cities Convention and Visitors Bureau, an Illinois nonprofit corporation, ("QCCVB") whose address for the purpose of this agreement is 1601 River Drive, Suite 110, Moline, Illinois 61265.

1. **TERM:** The term of this agreement shall be for a term of five (5) years commencing on the 1st day of January, 2011, and ending December 31, 2015.
2. **CONSIDERATION:** Both parties agree to work together to insure the successful operation of the Mississippi Valley Welcome Center.

A. QCCVB agrees to assume and perform the following duties and responsibilities:

1. Assume the entire day to day operation of the Welcome Center, including the hiring, supervision, and firing of all personnel, and operating the Center in a manner conducive to the attraction of tourists to the Quad Cities Area;
2. After review with the MVWCB, develop, fund, and administer an operating budget for the Welcome Center during the term of the agreement;
3. With the mutual agreement and assistance of the MVWCB, develop the remodeling and expansion plans for the building and grounds;
4. Negotiate Welcome Center contracts and retain all contractual revenue;
5. QCCVB shall, at its own expense, care for and maintain said premises in a reasonable, safe and serviceable condition for the term hereof.
6. Develop an annual marketing and promotional plan for the operation and promotion of the Welcome Center with the assistance of the MVWCB;
7. Obtain MVWCB approval for any reduction of seasonal operation exceeding one (1) hour per day.
8. QCCVB will pay all property taxes that it incurs.

B. MVWCB agrees to assume and perform the following duties and responsibilities after review with QCCVB:

1. To develop a long range capital expenditure plan for the Welcome Center.
2. Maintain a contingency fund for capital expenditures at the Welcome Center, and responsible for all capital expenditures at the Welcome Center.

3. Apply for project grants for Welcome Center needs as appropriate to MVWCB 501(c)(3) status.
 4. With the mutual agreement and assistance of the QCCVB, develop any remodeling and expansion plans for the building and grounds;
3. **UTILITIES AND SERVICES:** QCCVB shall pay all expenses for telephone, water, gas, electric, and related charges for utilities during the term hereof.
 4. **ASSIGNMENT:** This agreement or any interest herein may not be assigned by either party without the express written agreement of the other party.
 5. **INSURANCE:** QCCVB shall pay for the expense attributable to insuring the interest of both MVWCB and QCCVB in the premises; this is "All Risk" comprehensive commercial building and contents equal to the replacement value thereof, but excluding Directors and Officers Insurance. The MVWCB shall be named as an additional insured on the insurance policy. QCCVB will not do or omit doing any act which would violate any insurance, or increase their rates in force upon the real estate improvements on the premises.
 6. **INDEMNITY AND LIABILITY INSURANCE:** QCCVB shall indemnify the MVWCB from and against any and all cost, damages, loss and expenses occasioned by or arising out of any accident or occurrence causing injury or damage to any person or property happening upon the leased premises. Further, the QCCVB agrees to purchase, at its own expense, a casualty and liability insurance policy insuring the MVWCB against said risks in a responsible company authorized to do business in the State of Iowa in amounts not less than \$1,000,000 for any one person and \$15,000,000 for any one accident, and with the limits of \$1,000,000 for property damage. QCCVB shall also have a General Commercial Liability Umbrella rider for \$2,000,000. Certificates or copies of said policies, naming the Lessor as co-insured, with fifteen (15) days notice to the MVWCB before cancellation, shall be delivered to the MVWCB within twenty (20) business days of the commencement of the term hereof or upon ninety (90) days written notice of either party without cause.
 7. **TERMINATION OF AGREEMENT AND DEFAULTS OF QCCVB:** The agreement shall terminate upon the expiration of the demised term. If QCCVB should default in the performance of its obligations under the terms and conditions of this agreement as specified in Paragraph 2 or allows said premises to deteriorate to a condition deemed unacceptable for the promotion of tourism, the MVWCB may at its option, terminate the agreement. If the MVWCB should elect to terminate the agreement, it shall first notify the QCCVB of the nature of the defaults, in writing, specifying a minimum time period of thirty (30) days within which the defaults must be corrected. If the QCCVB fails to correct the listed defaults within the designated period of time, the MVWCB may give written notice terminating this agreement effective thirty (30) days from expiration of said period of time.

8. **MISCELLANEOUS:** MVWCB and QCCVB agree that neither will place any lien or encumbrance against the real estate without the prior written consent of the other party.
9. **SUCCESSORS/ASSIGNS:** This agreement shall be binding on the successors and/or assigns of both parties.

MISSISSIPPI VALLEY WELCOME CENTER BOARD

BY Bettendorf Representative

BY Davenport Representative

BY LeClaire Representative

BY Scott County Representative

QUAD CITIES CONVENTION AND VISITORS BUREAU

BY its Chairman

BY its President/Secretary

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____

DATE

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS
December 9, 2010

**APPROVAL OF THE RENEWAL OF THE MANAGEMENT AGREEMENT BETWEEN
THE MISSISSIPPI VALLEY WELCOME CENTER BOARD AND THE QUAD CITIES
VISITOR AND CONVENTION BUREAU FOR OPERATION OF THE MISSISSIPPI
VALLEY WELCOME CENTER**

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. The Mississippi Valley Welcome Center operations are managed by the Quad Cities Visitor and Convention Bureau under an agreement with the Mississippi Valley Welcome Center Board.
- Section 2. The term of the agreement is five years and the current agreement expires December 31, 2010.
- Section 3. The MVWC Board and the QCCVB have proposed to renew that agreement for another five year term.
- Section 4. The Board of Supervisors hereby approves renewal of this agreement and the Scott County's representative on the Welcome Center Board is authorized to sign said renewal agreement.
- Section 5. This resolution shall take effect immediately.

