

AGREEMENT BETWEEN THE COUNTY OF McHENRY

AND THE

McHENRY COUNTY CONVENTION AND VISITORS BUREAU

This Agreement is made and entered into this ___ day of ____, 2024, by and between the COUNTY OF McHENRY, ILLINOIS, a body politic, located at 2200 North Seminary Avenue, Woodstock, Illinois 60098 (herein collectively called the “County”) and the McHENRY COUNTY CONVENTION AND VISITORS BUREAU, an Illinois not-for-profit corporation with its principal place of business at 11879 East Main Street, Huntley, IL 60142 (herein called “Bureau”).

WHEREAS, the County assisted in the establishment of the Bureau to manage the growth and development of convention and tourism industry in the County; and

WHEREAS, it is the intent of both the County and the Bureau to establish a public/private partnership to continue a planned approach to the growth of the convention and tourism industry in the County; and

WHEREAS, the Bureau has adopted a strategic plan to outline goals and objectives necessary promote tourism in McHenry County and become a destination marketing organization; and

WHEREAS, the Bureau is an Illinois 501(c)(6) not-for-profit Bureau, established with the mission to create economic growth and promote McHenry County by effectively marketing the region as a preferred convention and visitors destination site; and

NOW, THEREFORE, it is agreed between the parties hereto that;

SECTION 1: SCOPE OF SERVICE

A. Activities

I. Market/Target Audience: Leisure Travel The Bureau shall implement the following strategies to increase overnight leisure travel to the County and heighten the awareness of the region as a viable overnight travel destination:

1. Place consumer advertising in targeted publications reaching desired audience in markets 50+ miles surrounding the County.
2. Maintain and update www.naturallymchenrycounty.com web site as the most complete visitor resource for the region; including annual calendar of events, dining, shopping, attractions and recreation.
3. Promote and utilize apps ~~such as VistWidget~~ for travel and experience planning in McHenry County.

4. Produce a McHenry County visitor guide in print and/or electronic form as a primary means of promotion.
5. Maintain distribution of County visitor guide to all Illinois Tourism Information Centers as available.
6. Continue advertising programs with the Illinois Travel Guide.
7. Utilize services such as Crowdriff, Expedia, Trip Advisor and Adara as budget allows.
8. Participate in regional travel kiosks at three northern Illinois tollway oases distributing McHenry County travel information including the annual guide and partner brochures.
9. Partner with local hotels and attractions to create marketable overnight packages.
10. Produce monthly e-marketing campaigns.
11. Generate public relations initiatives to generate travel media coverage of McHenry County.
12. Distribute seasonal marketing brochures (print and/or electronic) as available.
13. Continue promoting McHenry County as the region's premier fall getaway for apple orchards, pumpkin farms, corn mazes, farmers markets and season fairs/festivals through digital advertising, social media, FAM tours and public relations.
14. Host travel writers/bloggers in McHenry County, as requested, in order to generate media attention for the County.
15. Capture video footage and produce videos to assist in marketing of the area. Produce virtual tour videos of area attractions and activities ~~to use to continue promotion of the area during pandemic shutdowns.~~
16. Supply the Illinois Office of Tourism with area tourist information for inclusion on the www.enjoyillinois.com web site.
17. Utilize the [Visit Naturally](#) McHenry County Visitor Center in Huntley to increase the awareness of the region to travelers.

II. Market Target Audience: Motorcoach/Group Tours The Bureau will assist in planning itineraries and service any groups that contact them to visit the area.

III. Market/Target Audience: Sports Marketing The Bureau will assist in making connections between partners and potential sporting events that contact them to hold an event in the area.

B. Key Results and Benefits

I. Market/Target Audience: Leisure Travel The Bureau will evaluate the following to determine an increase in leisure travel:

1. Measure of reader response inquiries in targeted markets.
2. Measure number of digital visitor guides accessed and/or downloaded.
3. Measure number of visitor guides requested.
4. Measure number of downloads and use of mobile app.
5. Tracking of web-site activity based on timing of advertisement placement.
6. Tracking of video views.
7. Tracking of social media interaction.
8. Tracking media placements generated through Bureau driven public relations efforts.

II. Market/Target Audience: Motorcoach/Group Tour The Bureau will keep track of the following as available.

1. Group tour inquiries to Bureau office.
2. Group tour bookings to area hotels.
3. Group tour bookings to area attractions, events, sites.

III. Market/Target Audience: Sports Marketing The Bureau will keep track of the following as available.

1. Inquiries to Bureau for sports facility information.
2. Group bookings to local hotels form sports events.
3. Request for sports related proposals to Bureau office.

C. Staffing

The Bureau will provide the minimum number of staff required to operate the program and to provide administrative oversight for the services called for under this Agreement.

D. Performance Monitoring

The County will monitor the performance of the Bureau against the provisions of SECTION 1: ACTIVITIES contained herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. The Bureau shall correct any substandard performance noted in writing by the County within ninety (90) days of written notice thereof unless an extension of this time limit is permitted by the County in writing. If action to correct such substandard performance is not taken by the Bureau, contract suspension or termination procedures may be initiated.

SECTION 2: COUNTY REPRESENTATION

The County shall appoint one (1) County Board member and one (1) staff member to serve as Directors and voting members of the Bureau's Board of Directors.

SECTION 3: TIME OF PERFORMANCE

Services of the Bureau shall start on the 1st day of January, 2025 and end on the 31st day of December, 2025. The County has the option to continue the Agreement for an additional three years based on the performance of the Bureau. This Agreement is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, the County may terminate the Agreement without penalty or expense to the County.

In the alternative, the County may provide the Bureau with a written notice of a change in annual appropriation amount, coinciding with the funds appropriated.

SECTION 4: BUDGET

The County's contribution to the Bureau's budget shall initially be at the annual total sums as detailed below in Sections A. through D. However, the County's contribution shall not exceed 74% of the Bureau's received revenues and in-kind contributions from other local sources in Fiscal Year 2025 or in subsequent fiscal years if the option to extend the Agreement is exercised by the County. If the Bureau's received revenues from other local sources in any fiscal year does not achieve 26% of the total amount of local funding, the County will adjust the amount of its annual payment to 74% of the Bureau's received revenues at the end of the previous fiscal year as determined by audited financial statements. If the Agreement is not renewed by the County, no adjustment will be pursued by the County if so needed. Additionally, if an adjustment is required at the end of the Agreement's extension term, no adjustment will be pursued by the County. If an adjustment is not required, the following amounts will be paid to the Bureau:

- A. The County for the period January 1, 2025 through December 31, 2025 will pay the Bureau a total sum of \$~~100,000~~ [REDACTED];
- B. The County for the period of January 1, 2026 through December 31, 2026 will pay the Bureau a total sum of \$~~100,000~~ [REDACTED].
- C. The County for the period of January 1, 2027 through December 31, 2027 will pay the Bureau a total sum of \$~~100,000~~ [REDACTED].
- D. The County for the period of January 1, 2028 through December 31, 2028 will pay the Bureau a total sum of \$~~100,000~~ [REDACTED].

SECTION 5: PAYMENT

The County shall provide the total annual amount due under this Agreement on July 15, 2025, July 15, 2026, July 15, 2027 and July 15, 2028 if the option to extend the Agreement is exercised.

SECTION 6: NOTICES

All notices and other communications required to be given under the Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; (ii) three (3) business days after mailing, postage prepaid, by certified mail; or (iii) when delivered (and receipted for) by an overnight delivery service, addressed in each case to the parties at the addresses set forth below.

County:

Chairman, McHenry County Board
2200 N. Seminary Avenue
Woodstock, Illinois 60098

Deputy County Administrator, McHenry County
2200 N. Seminary Avenue
Woodstock, Illinois 60098

Bureau:

Chairman, Board of Directors
McHenry County Convention and Visitors Bureau
11879 East Main Street
PO Box 1106
Huntley, IL 60142

Executive Director
McHenry County Convention and Visitors Bureau
11879 East Main Street
PO Box 1106
Huntley, IL 60142

SECTION 7: GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Bureau shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County shall be exempt from payment of any Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, or any other payment not specifically provided for in the Agreement.

The Bureau is required to make appropriate filings with the taxing authorities to account for and make all payments required by local, state and federal authorities, including without limitation, income tax and social security payments. The Bureau shall also comply, at its expense, with all applicable provisions of workers’ compensation laws, unemployment compensation laws, social security laws, the Fair Labor Standards Act and other applicable federal, state and local

regulation relating to the terms and condition of employment required to be fulfilled by an employer.

The Bureau, as an independent contractor, shall have no authority, expressed or implied, to bind the County or any subdivision thereof to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the same.

B. Hold Harmless

The Bureau will agree to indemnify, save harmless and defend the County, its agents, servants, employees, and officers and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County, its agents, servants, or employees or any other person indemnified hereunder. The Bureau shall reimburse the County for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the Bureau is obligated to indemnify, hold harmless and defend the County, its agents, servants, employees and officers under this Agreement.

C. Workers' Compensation

Workers' Compensation Insurance will cover all Bureau employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

D. Insurance

I. General Requirements

The Bureau shall maintain for the duration of the contract and any extensions thereof, at its expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company (ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- a) Commercial General Liability in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$500,000 per occurrence and \$1,000,000 in the aggregate;

- b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$300,000 per occurrence combined single limit for:
Bodily Injury Liability and Property Damage Liability

II. Certificate of Insurance

The Bureau agrees that with respect to the above required insurance that:

- a) The County shall be noted as an additional insured under Bureau's insurance coverage and shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance.
- c) Subcontractors, if any, shall comply with the same insurance requirements as set forth above in Section 7 (D)(I) and this section 7 (D)(II); and
- d) Insurance Notices and Certificates of Insurance shall be provided to:

Deputy County Administrator
2200 N. Seminary Avenue
Woodstock, Illinois 60098

III. County Recognition

The Bureau shall ensure recognition of the County's role and support in providing services through this contract. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled to acknowledge the County as ~~at~~ funding source. In addition, the Bureau will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

This Agreement may not be amended without County approval. Any amendment to this Agreement must be executed in writing and signed by a duly authorized representative of both

organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Bureau from its obligations under this Agreement. However, the County may amend this agreement without Bureau approval under certain limited conditions as noted in this section.

The County may, in its discretion, amend this Agreement to conform to Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by a signature on behalf of the County and a thirty (30) day written notice to the Bureau.

G. Suspension or Termination

The County may suspend or terminate this Agreement, in whole or in part, if the Bureau materially fails to comply with any terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare the Bureau ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. In the event there is reason to believe the Bureau is in noncompliance with any applicable rules or regulations, the County may withhold up to fifteen (15) percent of said contract funds until such time as the Bureau is found to be in compliance by the County or is otherwise adjudicated to be in compliance. The County will notify the Bureau in writing of any action to suspend or terminate prior to taking such action. The County will notify the Bureau in writing of an action to suspend or terminate ninety (90) days prior to taking such action. During the ninety (90) day period, Bureau shall cure whatever defect, inaction, or non-compliance stated by the County in its written notification. Failure to cure the defect, inaction, or non-compliance by the end of the ninety (90) day period will result in suspension or termination. Whether this Agreement is suspended or terminated will be decided solely by the County within its discretion. In the event of such early termination, the County shall be liable only for payment in accordance with the payment provisions of this Agreement for undisputed services rendered prior to the effective date of termination. Any amounts paid by the County to the Bureau in excess of said amount shall be refunded to the County within ninety (90) days of termination. Following termination of the Agreement, the parties' confidentiality and indemnification obligations set forth in the Agreement shall survive the termination of this Agreement.

SECTION 8: ADMINISTRATIVE REQUIREMENTS

A. General Administration

The Bureau will provide the required general administrative oversight to ensure that the appropriate level of financial management, record-keeping and reporting are maintained.

B. Financial Management

I. Accounting Standards

The Bureau agrees to adhere to generally accepted accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

C. Documentation and Record-Keeping

I. Records to be Maintained

The Bureau shall maintain records required by the County that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records providing a full description of each activity undertaken.

II. Retention

The Bureau shall retain all records pertinent to expenditures incurred under this contract for a period of seven (7) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

III. Close-Outs

The Bureau's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Bureau), and determining the custodianship of records.

IV. Audits and Inspections

All Bureau records with respect to any matters covered by this Agreement shall be made available to the County or their designees at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Bureau within ninety (90) days after notice to the Bureau. Failure of the Bureau to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Bureau hereby agrees to have an annual agency audit conducted in accordance with generally accepted accounting principles. Additionally, the County accepts the same auditing requirements as set for by the Illinois Department of Commerce and Economic Opportunity for the Local Tourism and Convention Bureau Grant Program as required in its audit of the Bureau.

C. Reporting and Payment Procedures

I. Payment Procedures

The County will pay Bureau with funds available under this contract as contained in SECTION 4: BUDGET and SECTION 5: PAYMENT.

II. Progress Reports

The Bureau shall submit quarterly financial and performance reports to the County. Quarterly reports shall be in the same format as required by the Illinois Department of Commerce and Economic Opportunity's Local Tourism and Convention Bureau Grant Program. Additionally, Bureau personnel shall make themselves available for public presentation(s) as may be required from time to time by the County.

D. Procurement

I. Compliance

The Bureau shall procure all materials, property, or services paid for with County funds in accordance with the requirements of County procurement regulations.

II. Civil Rights

The Bureau agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

The Bureau will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

III. Affirmative Action

The Bureau will use its best efforts to obtain the participation of services, supplies, and other purchases from minority and women owned businesses. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians.

IV. Assignability

The Bureau shall not assign or transfer any interest in this contract without the prior written consent of the County.

V. Selection Process

The Bureau shall undertake to ensure that all subcontracts let, after the execution date of this Agreement, are awarded on a fair and open competition basis. Executed copies of all subcontracts shall be available for the inspection of the County along with documentation concerning the selection process. The Bureau will monitor all subcontracted services on a regular basis to ensure contract compliance and quality of service.

SECTION 9: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall, nevertheless, be in full force and effect.

SECTION 10: JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of law principals. Proper Jurisdiction and Venue for any dispute, action, claim, cause of action, breach of contract, or other remedy or relief sought pursuant to, arising from or in connection with this Agreement shall be the Circuit Court for the Twenty-Second (22nd) Judicial Circuit, McHenry County, Illinois.

SECTIONS 11 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with regard to the subject matter contained here and supersedes all prior agreements and understandings between the parties dealing with such subject matter, whether written or oral.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

County of McHenry

McHenry County
Convention and Visitor Bureau

By: _____
Chairman McHenry County Board

By: _____
Chairman of the Board McHenry County
Visitors and Convention Bureau

ATTEST:

McHenry County Clerk

ATTEST:

Secretary of the McHenry County
Convention and Visitors Bureau