



April 2, 2021

Kristi Franz
City of Independence Tourism
210 W Truman Road
Independence, MO 64050

Dear Kristi:

Congratulations!

We are pleased to announce that the City of Independence Tourism will participate in the FY21 Supporting DMO Marketing Grant. State funds in the amount of \$75,000.00 have been reserved for the reimbursement of qualified expenses for "2021 Spring Digital Campaign" as outlined in the approved application. Attached you will find a copy of contract number 21-045-30-093001. Please refer to the assigned contract number in all related communications. Also, review all materials carefully, including the Terms and Conditions of this contract found on pages four and five of this letter.

To accept this award, please follow these instructions:

1. Print out the Notice of Award, which is page three of this letter.
2. Secure the signatures and date of signatures for both the project director and the President/CEO of the DMO. If it is not possible to secure both signatures on one copy, you may collect the signatures on two separate copies
3. Scan and upload a copy of the signed Notice of Award to your Submittable account. You may do this by opening your application submission and uploading through the Messages tab.
4. After the Division of Tourism (MDT) Director signs the contract, you will receive a finalized copy via Submittable.

Some important things to note:

- **All awards are contingent on MDT funding. Award amounts may change at anytime.**
- **It is important that this process be completed by April 30, 2021. If we do not receive a signed "Notice of Award" we will assume that you are declining the funding.**
- **You may not begin incurring costs for this project until March 1, 2021. This is also the contract's effective date.**

Participants are expected to complete all activities as outlined in the timeline presented with the application. It is important to keep the Cooperative Marketing staff informed of any delays to the approved project and changes must be approved in advance. Also, please notify the appropriate MDT staff of any changes in your organization including project director, address, email address, etc. so that your organization receives all important program information promptly. It is important that the most current versions of the Guidelines and the appropriate forms be used.



We, at the Division of Tourism, value our cooperative partnerships. We not only wish you every success with your project, but also want to assist you in every way we can. You will be contacted via phone and email from time to time throughout the year with important information and reminders relating to your project. Please feel free to contact us with any questions or concerns.

Megan Rogers, Cooperative Marketing Manager:

573-751-3246 or Megan.rogers@ded.mo.gov

Sincerely,

A handwritten signature in black ink that reads "Megan P. Rogers". The signature is written in a cursive, flowing style.

Megan Rogers
Cooperative Marketing Manager



NOTICE OF AWARD

State Of Missouri
Division of Tourism
Cooperative Marketing Program
PO Box 1055, Jefferson City, MO 65102

CONTRACT NUMBER 21-045-30-093001	CONTRACT TYPE Supporting DMO Marketing Grant
PROJECT NAME 2021 Spring Digital Campaign	CONTRACT PERIOD March 1, 2021 through June 30, 2021
DMO NAME City of Independence Tourism	VENDOR NUMBER 44-6000190 03
ADDRESS 210 W Truman Road Independence, MO 64050	AMOUNT APPROVED \$75,000.00
ACCEPTED BY THE DIVISION OF TOURISM AS FOLLOWS: The proposal submitted is accepted in accordance with the following additions, amendments and/or revisions: <ul style="list-style-type: none">• Terms and Conditions (attached)• <u>Required outcome measurement:</u><ol style="list-style-type: none">1. Project Assessment Report form2. Tax Revenue Comparison Report	
DIRECTOR OF THE DIVISION OF TOURISM <i>Signature</i> Stephen Foutes	DATE

ACCEPTANCE OF AWARD

This Contract (as defined in the attached Terms and Conditions) may be executed in one or more counterparts, each of which is an original and all of which constitute the Contract.

As representatives for the above mentioned DMO, we hereby accept the award of the Cooperative Marketing Grant, matching funds for implementation of the project described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract effective as of the date last set forth below.

CEO,
Signature

DATE

PROJECT DIRECTOR,
Signature

DATE

MISSOURI DIVISION OF TOURISM
COOPERATIVE MARKETING PROGRAMS
TERMS AND CONDITIONS

CONTRACT

- A binding contract shall consist of: (1) the grant Program & Reports Guide; (2) the grant application; (3) the Notice of Award; (4) these terms and conditions; and (5) any amendments ("Contract").
- Any change to the Contract must be accomplished by a formal signed amendment prior to the effective date of such change.
- This Contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

APPLICABLE LAWS AND REGULATIONS

- The Contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- To the extent that a provision of the Contract is contrary to the Constitution or laws of the State of Missouri or the United States, the provision shall be void and unenforceable. However, the balance of the Contract shall remain in force between the parties unless terminated by consent of both parties.
- The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- The exclusive venue for any legal proceeding relating to or arising out of the Contract shall be in the Circuit Court of Cole County, Missouri.
- The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

COMPLETION OF CONTRACTED SERVICES

- The contractor understands and agrees that the marketing activities approved in the application or subsequently approved revision must be completed as described within the application and that all activities must comply with all provisions of the program requirements as listed in the Program & Reports Guide.
- The contractor shall not transfer any interest in the contract, whether by assignment or otherwise.

APPROVAL AND ACCEPTANCE

- Advertising and marketing activities must take place within the time frame stated in the contract or approved revision.
- No creative execution received by the agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect and approve said materials, artwork, and/or creative design.
- All marketing and advertising creative that does not comply with the specifications and/or requirements or that is otherwise unacceptable may be rejected. In addition, creative execution that is discovered to be of poor quality or does not conform to reasonable standards upon inspection may be rejected.

- Artwork for ads placed with funding from the grant program must receive approval from the Missouri Division of Tourism prior to placement each program year.

QUARTERLY REPORTING AND REIMBURSEMENT OF APPROVED EXPENSES

- Reimbursement for all approved services shall be made in arrears as a part of a Quarterly Project Update/ Reimbursement Request form submitted each fiscal quarter with all required documentation as stated in the Contract and must utilize official, current program forms or database.
- At least 10% of the cost of each invoice must be paid by the contractor before an invoice may be submitted for reimbursement.
- The State of Missouri assumes no obligation for activities beyond those specifically outlined in the application. Any unauthorized activity is subject to the state's rejection and shall be denied reimbursement.

OUTCOME MEASUREMENT

The contractor agrees and understands that measurement of the marketing project outcome is required as outlined in the Contract, that the required documents must be submitted in a timely manner, and that failure to do so will be considered a breach of contract.

CONFLICT OF INTEREST

Officials and employees of the State of Missouri, or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

WARRANTY

The contractor expressly warrants that all services provided shall: (1) conform to the specifications, drawings, samples or other descriptions which were furnished to the agency; (2) be fit and sufficient for the purpose intended; (3) be of good creative quality; and (4) meet the terms of performance as described in the Contract. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said products and services.

NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT

- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status, unless otherwise provided by law.
- In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

REMEDIES AND RIGHTS

- No provision in the Contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

CANCELLATION OF CONTRACT

- In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to

cure the breach or to explain how the breach will be cured. The actual cure must be completed in a timeframe determined by the state agency.

- If the contractor fails to cure the breach or if circumstances demand immediate action, the state agency will issue a notice of cancellation terminating the contract immediately and /or suspending or revoking the DMO's certification.
- If the state cancels the Contract for breach, the state reserves the right to obtain the services to be provided pursuant to the Contract from other sources and upon such terms and in such manner as the state deems appropriate.
- The contractor understands and agrees that funds required to reimburse the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.
- The funding for this project/application may be reduced unilaterally by the Division of Tourism due to the unavailability of funds or reduced appropriation authority, including but not limited to withholdings made pursuant to Mo. Const. Art. IV §27.

COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised January 2021