

AGREEMENT

This Agreement ("Agreement") is made as of the date of last signature below between the **CITY OF INDEPENDENCE, IOWA** ("CITY"), an Iowa Municipal Corporation, and **INDEPENDENCE AREA CHAMBER OF COMMERCE** and **INDEPENDENCE CELEBRATION COMMITTEE** ("ORGANIZATIONS"), an Iowa Non-Profit Corporation.

RECITALS

WHEREAS, the Organizations have made a request of the City for funding in the amount of \$50,000.00; and

WHEREAS, the City, when expending City funds, must consider and find that the use of said funds for the requested purpose has a beneficial public purpose; and

WHEREAS, the Organizations are a domestic non-profit corporation pursuant to applicable laws of the State of Iowa and a 501(c)(6) organization and a 501(c)(3) organization pursuant to applicable regulations of the Internal Revenue Service; and

WHEREAS, any agreement by the City to support the Organizations must be reduced to writing, approved by Resolution of the Council, and recorded in the City Council minutes with the minutes and the Resolution clearly setting forth the public purpose of the expenditure; and

WHEREAS, the ORGANIZATIONS propose to use the requested funds for the following public purpose(s) / qualifying expenses during the fiscal year of July 1, 2025 to June 30, 2026: (Consider and describe services provided directly to the City and/or services/benefits to the "Public" in general.)

The Independence Area Chamber of Commerce and Independence Celebration Committee will use the requested funds to expand the Fourth of July activities and to potentially have one event each quarter of 2026 to celebrate the nation's history for the 250th birthday of the United States.

WHEREAS, the City Council hereby finds that the ORGANIZATIONS will use the funds requested for a valid public purpose as set forth above and should, therefore, be approved in the amount of \$30,000.00.

AGREEMENT

NOW THEREFORE, in consideration of identified Public Purpose(s) set forth above to be provided and/or performed by the ORGANIZATIONS and other good and valuable consideration, the CITY and the ORGANIZATIONS do hereby agree as follows:

1. **FINANCIAL CONTRIBUTION.** The CITY agrees to invest \$30,000.00 in the ORGANIZATIONS to be used by the ORGANIZATIONS for the public purposes identified above.

2. **MANNER OF PAYMENT.** The CITY'S investment to the ORGANIZATIONS shall be paid as a one-time payment with a check made payable to the ORGANIZATIONS.

3. **PROOF OF QUALIFYING EXPENSES.** ORGANIZATIONS agrees to submit to the CITY one or more application(s) for reimbursement of qualifying expenses to the CITY, said application(s) to provide sufficient detail for the City Council to find that the public purpose is being met by said qualifying expenses. The application(s) for reimbursement must be submitted after the beginning of the new fiscal year (July 1, 2025).

4. **REPAYMENT of INVESTMENT.** The ORGANIZATIONS agree to repay to the CITY any and all investment made by the CITY to the ORGANIZATIONS in the event the ORGANIZATIONS do not satisfy the obligations of this agreement within one (1) year of the date of this agreement. In such event, the ORGANIZATIONS shall remit payment to the CITY within sixty (60) days of receiving the CITY'S written demand for repayment.

5. **GENERAL PROVISIONS.** In the performance of this Agreement time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the ORGANIZATIONS. This Agreement contains the entire agreement of the parties and shall not be amended, except by a written instrument duly signed by the CITY and ORGANIZATIONS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender according to the context.

6. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery, email, or mailed by certified mail, addressed to the parties at the addresses given below.

7. **APPROVAL.** This Agreement is expressly contingent upon approval hereof by the City Council.

8. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which, when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all parties are not signatories to the original or the same counterpart. Furthermore, the parties may execute and deliver this Agreement by electronic means, such as .pdf or a similar format. ORGANIZATIONS and CITY agree delivery of the Agreement by electronic means shall have the same force and effect as delivery of original signatures and that each of the parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent as an original signature.

9. **EXECUTION.** When and if executed by both ORGANIZATION and CITY, this Agreement shall become a binding contract valid during the fiscal year period mentioned above.

ORGANIZATION
an Iowa Non-Profit Corporation

CITY OF INDEPENDENCE, IOWA,
an Iowa Municipal Corporation

Dated this 2 day of April 2025

Dated this ____ day of _____ 20__.

By: Nikki K. Barth

By: _____

Nikki Barth, Executive Director

Matthew Schmitz, City Manager

Attest: _____

Susi Lampe, Assistant City
Manager/City Clerk/Treasurer

Address: Independence Area Chamber of
Commerce
112 1st Street East
Independence, IA 50644

Address: Independence City Hall
331 1st Street East
Independence, IA 50644

Telephone: (319) 334-7178
ORGANIZATION
an Iowa Non-Profit Corporation

Telephone: (319) 334-2780 _____

Dated this 2 day of April 2025

By: Juan Rodriguez

Juan Rodriguez, President

Address: Independence Celebrations Committee, Inc.
P.O. Box 366
Independence, IA 50644

Telephone: (319) 610-0117