



AGENDA ITEM:   J1K  

**CITY OF WAUKEE, IOWA  
CITY COUNCIL MEETING COMMUNICATION**

**MEETING DATE:** September 7, 2021

**AGENDA ITEM:** Consideration of approval of a resolution approving Promotion and Marketing Agreement [Waukeee Leadership Institute, Inc.]

**FORMAT:** Consent Agenda

---

**SYNOPSIS INCLUDING PRO & CON:** The proposed agreement outlines the obligations of the City and the Waukeee Leadership Institute for the current fiscal year.

**FISCAL IMPACT INCLUDING COST/BENEFIT ANALYSIS:**

**COMMISSION/BOARD/COMMITTEE COMMENT:**

**STAFF REVIEW AND COMMENT:** The City Attorney drafted the agreement, which has been signed by representatives of the WLI.

**RECOMMENDATION:** Approve the resolution.

**ATTACHMENTS:** I. Proposed Resolution  
II. Agreement

**PREPARED BY:** Becky Schuett

**REVIEWED BY:**

**PUBLIC NOTICE INFORMATION –**

**NAME OF PUBLICATION:**

**DATE OF PUBLICATION:**

THE CITY OF WAUKEE, IOWA

**RESOLUTION 2021-**

**APPROVING PROMOTION AND MARKETING AGREEMENT [WAUKEE LEADERSHIP INSTITUTE, INC.]**

*IN THE NAME AND BY THE AUTHORITY OF THE CITY OF WAUKEE, IOWA*

**WHEREAS**, the City of Waukee, Dallas County, State of Iowa, (“City”) is a duly organized Municipal Organization; **AND**,

**WHEREAS**, the Waukee Leadership Institute, Inc. (“Provider”) provides emerging local leaders with resources and programming that helps them advance in their careers and make a greater impact within the community; **AND**,

**WHEREAS**, Provider offers yearly programming for class participants to engage in leadership instruction facilitated by local leaders, municipal planners and elected officials in Waukee and throughout Iowa; **AND**,

**WHEREAS**, participants in the Provider’s programming plan and execute a service project that benefits the Waukee community, as well as gain valuable skills and knowledge that many graduates use to make a greater impact in their careers and community; **AND**,

**WHEREAS**, it is in the City’s best interest to market and promote the City and participate in the delivery of information to class members so they in turn may promote and market the City and provide the foundation for graduates to facilitate a greater impact within the City and otherwise benefit the community.

**NOW THEREFORE BE IT RESOLVED** by the City of Waukee City Council that the Promotion and Marketing Agreement with the Waukee Leadership Institute, Inc., should be and the same is hereby approved.

Passed by the City Council of the City of Waukee, Iowa, and approved this the 7<sup>th</sup> day of September, 2021.

\_\_\_\_\_  
Courtney Clarke, Mayor

Attest:

\_\_\_\_\_  
Rebecca D. Schuett, City Clerk

**RESULTS OF VOTE:**

**AYE**

**NAY**

**ABSENT**

**ABSTAIN**

Anna Bergman

R. Charles Bottenberg

Chris Crone

Larry R. Lyon

Ben Sinclair

## PROMOTION AND MARKETING AGREEMENT

NOW ON THIS THE \_\_\_\_ day of \_\_\_\_\_, 2021, the Waukee Leadership Institute, Inc. ("Provider") and the City of Waukee, Iowa ("City"), in consideration of the mutual promises and obligations set forth herein, enter into this Promotion and Marketing Agreement.

WHEREAS, the City is a public municipal corporation duly formed and existing pursuant to the laws of the State of Iowa; and

WHEREAS, the Provider provides emerging local leaders with resources and programming that helps them advance in their careers and make a greater impact within the community; and

WHEREAS, Provider offers yearly programming for class participants to engage in leadership instruction facilitated by local leaders, municipal planners and elected official in Waukee and throughout Iowa; and

WHEREAS, participants in the Provider's programming plan and execute a service project that benefits the Waukee community; and

WHEREAS, participants in Provider's programming gain valuable skills and knowledge that many graduates use to make a greater impact in their careers and community; and


WHEREAS, it is in the City's best interest to market and promote the City and participate in the delivery of information to class members so they in turn may promote and market the City and provide the foundation for graduates to facilitate a greater impact within the City and otherwise benefit the community.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement the Provider and City agree as follows:

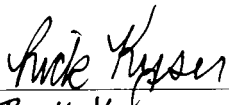
- 1) Term. The term of this Agreement shall commence on the effective date of the Agreement and end on the 30 day of June, 2022, unless otherwise terminated by either party.
- 2) Provider obligations. Provider agrees to promote and market the City at the minimum by:
  - a) Subject to the license granted herein, prominently display the City logo on its website, brochures and information material provided to participants;
  - b) Subject to the license granted herein, display prominently in the room in which classes are held a banner or poster provided by the City to Provider;
  - c) provide programming which includes classes collaborating, planning, and executing a service project for the benefit of the Waukee community;
  - d) devote at least 2 classes in its leadership instruction to be facilitated by City officials;

- e) provide meals to participants and attendees during program presentations by Waukeez City officials.
- 3) City obligations. The City, in consideration of the foregoing, agrees to pay to Provider the sum of \$3,000.00 on or about the 7th day of July, 2021.
- 4) Grant of License. The City grants to provider a non-exclusive license to use City's name and logo on Provider's website and brochures as specifically provided in this agreement, subject to the City's prior review and approval. City agrees it will complete its review of said materials within 20 days of submission to the City. The City's Director of Development shall conduct said review. This license may be terminated by the City at any time upon written notice to Provider. Said termination will be effective upon delivery of notice to Provider, and upon termination, Provider shall remove the City's name and logo immediately from the Company's website, brochures, marketing materials and any other material in the possession of Provider. Further, in the event of termination, Provider shall no longer distribute, provide, otherwise publish to third parties any remaining material in Provider's possession containing the City's logo or name, but instead shall immediately destroy said material at Provider's sole cost and expense. This license is only valid during the term of this Agreement, or upon termination, whichever shall first occur.
- 5) Representations. All of the representations and obligations of the parties are contained herein. No modification, waiver or amendment of this agreement or any of its conditions or provisions shall be binding upon a party unless in writing signed by both parties.
- 6) Assignment. This Agreement and the license granted herein may not be assigned by Provider without express written consent by the City.
- 7) Choice of Law/Attorney's Fees. The governing laws shall be the laws of the State of Iowa. In the event at any time during the term of this Agreement either party institutes any action or proceeding against the other relating to a provision of this Agreement or any default hereunder, the unsuccessful party shall be responsible for the expenses of said action, including reasonable attorney's fees by the successful party.

**WAUKEE AREA LEADERSHIP  
INSTITUTE, INC**

  
 By: Terry Snyder  
 Its: Executive Director  
 Date: 3/30, 2021

**ATTEST**

  
 By: Rick Kyser  
 Its: President  
 Date: 3/31, 2021

**CITY OF WAUKEE**

\_\_\_\_\_  
 By: Courtney Clarke  
 Its: Mayor  
 Date: \_\_\_\_\_, 2021

**ATTEST**

\_\_\_\_\_  
 By: Rebecca D. Schuett  
 Its: City Clerk  
 Date: \_\_\_\_\_, 2021