



## *Agenda Commentary*

**Item Title/ Subject:** Addendum to Chamber / Frisco Management Agreement

**Staff Source:** City Manager, Steve Hewitt

**History/Background Information:** Clinton Chamber of Commerce has assisted in our operations of the Frisco Center since 2005. Their involvement has increased over the past few years. The City also donates to the Chamber for various events, including the Rt. 66 festival.

**Item/Subject Summary:** I met with Chamber Director regarding their funding concerns and what they currently offer to the City in assistance. I agreed there needed to be some adjustments to their contract.

**Price/Cost:** 2011-12 Budget – \$12,000 increase.

**Recommendation:** Recommend Approval.

ADDENDUM TO  
STAFFING AND OPERATION AGREEMENT FOR THE  
FRISCO CENTER

THIS ADDENDUM to the Staffing and Operation Agreement for the Frisco Center, previously dated June 21, 2005, by and between the Clinton Industrial Authority, hereinafter referred to as the AAuthority@ and the Clinton Chamber of Commerce, hereinafter referred to as the AChamber,@ is hereby amended to state as follows:

WHEREAS, the Authority and the Chamber wish to further consolidate and share resources;

WHEREAS, the Authority and the Chamber desire to meet staffing needs of the growing Conference Center and the growing Chamber;

NOW THEREFORE, in consideration of the mutual promise, covenants, and conditions herein stated and in consideration of the mutual benefits which will accrue to each of the parties hereto, the receipt and sufficiency of which consideration is hereby acknowledged by the parties, is agreed by and between the parties as follows:

This addendum shall be a one year agreement commencing July 1, 2011 and ending June 30, 2012.

In addition to the duties provided for in Section 2 of the original agreement, the Chamber shall provide total office management of the Frisco Center Conference Center, including, but not limited to:

1. A receptionist from 8:00 a.m. to 5:00 p.m., Monday through Friday;
2. Answering all phone calls and greeting all guests;
3. Full booking and scheduling of meetings and events;
4. Handling of all billing with the signed consent and approval of the Frisco Center Director;
5. Sending of faxes, filing and other office tasks; and
6. Daily check of Frisco Center general voicemail.

Further duties of the Chamber shall be to:

1. Stock and replenish all visitor information;
2. Provide visitor packets by request for meetings and events;
3. Provide backup facilities, support, including, making coffee, refilling water, making copies, etc., for meeting guests in the event a City employee is not available between 8:00 a.m. and 5:00 p.m.;
4. Provide complementary Chamber memberships and promotion for all City entities, including City Parks, Riverside Golf Course, the Frisco Center, and the Airport;
5. Update current schedule of events to Clinton Daily News and relevant

- information for digital sign;
- 6. Handle all Accounts Receivable;
- 7. Schedule part-time staff;
- 8. Take multiple after hour phone calls when Director is unavailable;
- 9. Set-up and tear down multiple meeting when no part-time staff is available;
- 10. Custodial duties: I.E. changing light bulbs, taking out trash, cleaning, moving chairs (when custodian is unable to fulfill these duties); and
- 11. Deliver Accounts Receivables to City Hall.

Further, the Chamber will recognize the City of Clinton as a member of the Chamber.

The City of Clinton shall be obligated to provide the following:

- 1. A full time custodian;
- 2. Meeting planning software to assist with booking and billing meetings;
- 3. A minimum of one part time employee, working 20 hours per week, who=s responsibilities shall include:
  - (a) Facility staffing, before and after normal business hours; and,
  - (b) Meeting services such as, making coffee, setting up audio/visual equipment, and other services as requested by the customer, to ensure total satisfaction.
- 4. The City shall be obligated to pay to the Chamber, as an operator=s fee, \$30,000.00 per year, payable in monthly installments of \$2,500.00.
- 5. Create a unique email address for general and booking inquiries for the Frisco Center.
- 6. Frisco Center staff will check this email daily.
- 7. Create a general voicemail box for the Frisco Center for messages regarding general and booking inquiries, to be checked daily.
- 8. The City shall be obligated to pay to the Chamber an additional \$12,000.00 per year, payable in monthly installments of \$1,000.00, for duties 6-11 of the further duties of the Chamber listed above.

In addition, in order to further reaffirm Section 6 of the original contract, it is expressly understood, and the parties agree, the City has no control over the manner in which the Chamber conducts business.

Section 23. Priority of Occupancy. The parties agree that, as the purpose of the Frisco Center is to produce additional revenues for the Authority and provide a meeting place for local, regional and national conferences, priority shall be given to all profit producing customers when scheduling occurs. Any conference/activity scheduled for use of the facilities, that is paying less than the normal fee for the facilities, may be preempted with three (3) days notice to the previously booked event/activity, excluding the Home and Garden Expo, the Chamber of Commerce Banquet, the Taste of Western Oklahoma, and the Festival of Lights.

Section 24. Chamber Payment for Usage of the Frisco Center. The Frisco Center will be

held free of charge to the Chamber of Commerce for: regularly scheduled meetings including, but not limited to, those of the Board of Directors and Chamber committees; the Annual Banquet; (2) two yearly membership luncheons; Legislative Breakfast; the Festival of Lights, the Taste of Oklahoma; and other events or meetings upon Frisco Center Director approval. The Chamber will pay \$2,500.00 or the equivalent of (1) one month=s fees from the City for the use of the Frisco Center for the Home and Garden EXPO. Usage of the facility for any additional special events will be charged to the Chamber at a rate of \$20.00 per hour, per Frisco staff member utilized to work on event set-up, tear down, or clean-up.

The remainder of the provisions in the agreement, dated June 21, 2005, are hereby reaffirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands in counterparts, each of which will constitute an original, on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CLINTON INDUSTRIAL AUTHORITY

\_\_\_\_\_  
Allen Bryson, Chairman

ATTEST: (SEAL)

\_\_\_\_\_  
Secretary

CLINTON CHAMBER OF COMMERCE

\_\_\_\_\_  
, Board Chairman

\_\_\_\_\_  
, Board President