

## **AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES**

### **City of Carthage, Missouri and the Carthage Chamber of Commerce**

**This Agreement**, made and entered into on this 1st day of July 2015, by and between the City of Carthage, Missouri, a municipal corporation, with offices located at 326 Grant St. Carthage, Missouri, hereinafter referred to as the “City” and the Carthage Chamber of Commerce, Incorporated, a not-for-profit corporation organized under the laws of the State of Missouri, located at 402 South Garrison Ave., Carthage, Missouri, hereinafter referred to as the “Chamber.”

**Whereas**, the City and the Chamber desire to pursue programs that will result in economic development and job creation in the City of Carthage and its environs; and

**Whereas**, the Chamber has established staffing capabilities to attract and recruit new business and industry to Carthage and to promote and support the growth and expansion of existing primary business and industry within and adjacent to this community by specifically, but not limited to, the hiring of an Executive Director to serve as the community’s Economic Development Director, to accomplish the functions that will lead to the creation, retention and reinvestment of resources; and

**Whereas**, the City has agreed to use the services of the Chamber to accomplish the aforesaid precepts

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants herein contained, the parties agree as follows:

#### **Article I**

##### **Purpose**

The Chamber agrees to operate an economic development program on behalf of the citizenry of this community for the purpose of marketing and advertising the Carthage area as a location for new business and industry, and as an area committed to the assistance and expansion of existing business and industry. The Chamber will concentrate primarily on providing economic development services within the City of Carthage service area and secondarily within the region.

#### **Article II**

##### **Administration**

The Chamber, operating under the provisions of its Bylaws, agrees to provide a qualified and competent staff, including a full-time professional Director. Operating under the policy direction and authorities of the Chamber’s Board of Directors, this staff shall promote the attraction of primary business, industry and employment sources to the Carthage area and provide program management and administrative services necessary to sustain a viable recruitment and maintenance program for economic opportunities. This program shall include, but to be limited to the gathering and dissemination of information and ideas,

research, publications, promotional programs, advertising, target marketing, prospect development and client services and assistance.

### **Article III**

#### **Annual Work Plan and Budget**

The Chamber agrees to provide to the City an Annual Work Plan as a blueprint through which the Chamber proposes to realize the purpose of this Agreement, together with a budget suitable to the operation of said Annual Work Plan. These and other related documents shall be submitted in keeping with the City's annual budgetary cycle for action by the City Council of the City of Carthage in a form compatible with that used by the City. The Chamber agrees that annually, any surplus funds provided by the City for economic development services but not used for economic development services will be returned to the City. The parties agree that during the City's budgetary process for fiscal year 2015, the agreed upon amount of compensation as specified in Article VII herein may be adjusted for Cost of Living and/or Consumer Price Index changes which occurred during the previous three years and the Agreement amended accordingly at that time.

### **Article IV**

#### **Right of Review**

The Chamber understands and agrees that operations of its economic development programs are to serve the Carthage area and the general public through promotion of economic development, job creation, capital investment, and business expansion and, based on the nature of this operation, that the acts and deeds of the Chamber's agents and employees tend to be viewed as the acts and deeds of the community. As a result, the Chamber agrees to provide to the City regular reports regarding the operation of its economic development program during the term of this Agreement. These reports will include, but not be limited to, information concerning the Chamber's overall economic development strategies, staff assignments, prospect visits, program activities and results. Written monthly reports regarding economic development service activities will be presented to the City Council at the first Council meeting of each month. Additionally, the Chamber agrees to provide an oral quarterly report on its economic development activities including the budget and use of funds. It is further understood that information on prospects and active economic development clients will be exchanged with the City in such a way as to protect and preserve any professional confidentiality between these clients and persons representing the Chamber.

### **Article V**

#### **Joint Ventures**

The City will have at least one designated staff or Council representative appointed liaison by the Mayor on the Chamber Board. **In the event of a vacancy in the Chamber Executive Director's position, through resignation or forced termination, the Chamber Board of Directors will form a Search Committee comprised of, at least, members of the Chamber Board of Directors, at least, one representative of CWEP, and at least, one Council representative appointed by the Mayor.** The Chamber will work closely with the City and CWEP in finalizing any deals with economic development

prospects that are within the City's service area including, but not limited to, the development of any incentive packages. The City's participation in any regional advertising, marketing and/or development efforts, e.g., the Joplin Regional Partnership Initiative, will be conducted through the Chamber.

## **Article VI**

### **Changes in Scope of Agreement**

If during the term of this Agreement, the Chamber Executive Director terminates employment with the Chamber, the City, at its sole discretion, shall have the option of reducing the monthly disbursement to the Chamber by the amounts specified in that given year's budget submittal to the City for the Director's salary and benefits.

## **Article VII**

### **Term of Agreement**

This Agreement shall commence on the date first written above. This is a General Agreement, anticipating a long-term multi-year relationship between the City and the Chamber, subject to annual renewals thereof. Pursuant to this General Agreement, an Annual Work Program and Budget are to be submitted by the Chamber for consideration by the City Council, as provided in Article III of this Agreement. Upon approval of the City, each adopted Annual Work Program and Budget will be attached to this General Agreement and become the substantive basis for the continuation of the General Agreement on a fiscal year basis. Each Annual Work Program and Budget is to be the basis for any funding which the City may choose to provide to the Chamber. This Agreement is to continue in full force and effect upon reconfirmation by both parties on or before July 1 of each year. If either party determines that it will not reconfirm this Agreement, it shall notify the other party at least sixty (60) days prior to the expiration of the Agreement. Funding shall be extended to include the notification period, when this period extends beyond July 1. The term of this agreement is intended to extend from the date it is first executed through June 30, 2018.

## **Article VIII**

### **Compensation**

The Chamber agrees to perform its obligations hereunder for a sum of one hundred-eleven thousand, seven-hundred twenty dollars (\$111,720.00) annually, as budgeted and adopted by the City, payable in twelve (12) equal monthly installments of eight thousand, eight hundred ninety-three dollars and thirty-three cents (\$8,893.33) payable by the City at the first City Council meeting of each month commencing with the signing of this Agreement. Quarterly financial updates will be provided and funds tracked separately to the City to keep the City informed of the status of the use of funds.

## **Article IX**

### **Non-Transferable**

The Chamber agrees not to assign or otherwise transfer this Agreement or rights contained herein without prior written approval of the City.

**Article X**  
**Liability**

The Chamber agrees that all persons working for the Chamber under this Agreement shall be employees of the Chamber and in no way shall be considered as employees of the City, notwithstanding common inter-organizational interests. In this connection, should any liability arise under the Worker's Compensation provision of the State of Missouri due to injury of an employee of the Chamber, the same shall be the sole responsibility of the Chamber. It is understood that the Chamber shall indemnify and hold harmless the City from any and all claims, suits, demands and actions related to the operation of the Chamber's economic development program. Notwithstanding the provisions of Missouri Law and the protection which said law provides to persons that serve as members of policy bodies responsible for the governance of not-for-profit organizations, the Chamber, as deemed appropriate by its Board of Directors, is authorized to insure itself, its Officers, Directors and Staff, against liability claims.

**Article XI**  
**Equipment and Files**

The Chamber agrees to maintain such files and other information relative to its economic development efforts as appropriate for smooth and effective program administration from year to year, to include access to such computers, audio-visual and other equipment systems as may be necessary to the implementation of its approved programs. The files of the Chamber shall be subject to the provisions of the state law on open records, except as this law relates to records of Chamber activities with individual and specific business firms having a client-type relationship with the Chamber.

**Article XII**  
**Non-Discrimination**

In connection with the performance of services under this Agreement, the Chamber agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or ancestry. It shall be the Policy of the Chamber to take affirmative action to insure that its employees are provided equal opportunity in employment, promotion, demotion, transfer, or termination, rates of pay or other forms of compensation and selection for training.

**Article XIII**  
**Waiver**

The waiver by the City of any breach of any term, condition or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.

**IN WITNESS WHEREOF**, the parties hereto affix their hands and seals the day and year first above written.

**CITY OF CARTHAGE, MISSOURI**  
A Municipal Corporation

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By:  
J. Michael Harris,  
Mayor, City of Carthage

ATTEST:

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City Clerk

**CARTHAGE CHAMBER OF COMMERCE**  
A Not-for-profit Corporation

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By:  
Rodney Hinds, Chairman  
Carthage Chamber of Commerce

ATTEST:

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Secretary