COUNCIL BILL NO. 2023-013 **ORDINANCE NO.** 2023-146

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce for the purpose of providing economic development consulting services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Joplin, Missouri, and the Joplin Area Chamber of Commerce, retaining the Joplin Area Chamber of Commerce for the provision of economic development consulting services, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "1", be and the same is hereby, approved.

Section 2. That the City Manager of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That the City hereby declares that this Ordinance dealing with a general appropriation, is considered an emergency within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Agreement needs to be in place for the 2023-2024 fiscal budget year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16th day of October 2023, by a vote of 7-0-2. Absent: Copple and Spencer.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

AGREEMENT FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES

THIS AGREEMENT entered into this 30 day of October, 2023, by and between **CITY OF JOPLIN, MISSOURI,** a constitutionally chartered Missouri municipal corporation (hereinafter "City"), and **JOPLIN AREA CHAMBER OF COMMERCE**, a Missouri Benevolent Corporation (hereinafter "JACC").

WHEREAS, the City wishes to contract for Economic Development Consulting Services, and;

WHEREAS, JACC wishes to provide Economic Development Consulting Services to the City, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Economic Development Consulting Services in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. **Term.** This Agreement shall be for a term of one (1) year, effective November 1, 2023, and ending October 31, 2024. This contract may be terminated by either party with sixty (60) days written notice with or without cause.

2. **Renewal Terms.** This Agreement shall automatically renew for successive one (1) year terms unless either party terminates the Agreement or in the event a new agreement is executed. Any renewal term is contingent on and subject to budget appropriation adopted annually by the City Council.

3. **Services to be Provided.** During the term of this Agreement, JACC shall:

- Serve as the City's first point of contact for economic development services.
- Conduct business recruitment activities designed to provide new jobs and an improved tax base for the community.
- Produce materials that market and promote the City including a website and information packets for prospective businesses.
- Provide quarterly market analyses on number of jobs, job sectors, and wages compared to state and national statistics.
- Build mutually beneficial relationships with national, state, and regional entities engaged in economic development.
- Assess issues of concern to local businesses and assist with promoting a healthy business climate within the community.
- Facilitate programs for business retention and expansion for existing businesses in the City.
- Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the City's job base and improve the City's tax base.

Exhibit "1"

- Build a structural improvement to Joplin's entrepreneurial ecosystem through collaborations, combining capacities and programs to promote and provide workspaces, educational programs, pitch competitions, mentorships, and networking opportunities where technology, innovation, and entrepreneurship can thrive.
- Build and market the Joplin brand for both business and talent attraction.
- Provide all deliverables and performance measures outlined herein.

4. **Fees and Expenses.** The City agrees to pay JACC a consulting fee for the services outlined in this Agreement (the "Fee") attached hereto as Exhibit A, in the amount of Two Hundred Fifty Two Thousand Dollars ($252,000.00). The Fee shall be paid in monthly payments to JACC. The Chamber shall submit an invoice with detailed supporting documentation within 15 days from the end of each calendar month describing the services provided and expenses reimbursable by City incurred in the prior month. The Fee is subject to and conditioned on budget appropriation from the City Council and the Fee for each renewal term may be increased or decreased each year based on the budget appropriation from the City Council. Any reimbursement request not deemed to be documented satisfactorily, isn't consistent with the approved JACC line item budget, or the City deems as inappropriate shall not be reimbursed by the City. Provided, reimbursement approval will not unreasonably be withheld.

5. **Notices.** Any notice required to be given under this Agreement shall be served by certified mail, postage prepaid, delivery, fax (receipt confirmed), or overnight courier.

6. **Applicable Law and Venue.** This Agreement has been made, and its validity, performance, and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

7. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

8. **Amendments and Waivers.** Changes, modifications, or amendments in scope, price, or fees to this Agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, price, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

9. **Performance Measures.** JACC shall provide the following deliverables. Performance measures are included (with examples) for each item and will be used to evaluate the work performed throughout the entire term of the Agreement.

A. **Economic Development Infrastructure.** The City wants to develop appropriate infrastructure necessary to foster economic development opportunities for the City of Joplin. The

City will work to identify future development sites, and work to complete necessary tasks so that sites are more "ready" for immediate business opportunity availability.

Performance measures:

- Positive relationship with the Missouri State Economic Development Council & Appropriate communicated vision for Joplin.
- Marketing Materials Directed Toward Target Industries
- Creation and distribution of Industry packets, promotional materials such as videos, DVD's, etc.
- Real Estate Development – identify and market as needed sites & buildings ready for development.
- Establish market Statistics & Demographics
- Develop Regional partnerships by working with the regional economic development council.
- Work with existing employers to develop workforce; attract quality employees to the City.
- Assess and advise City on needs for potential site development.

B. Business Retention and Expansion. The City wants to ensure existing businesses thrive and remain or expand in Joplin. JACC shall solicit regular feedback from existing businesses to determine how they can best be served and how programs can be developed to leverage their assets and the assets of other similar businesses and the assets of the City of Joplin. JACC will also develop a coordinated effort to attract and retain workforce talent to Joplin, which has been identified by the Joplin business community and the biggest prohibitor to their growth and success.

Performance measure:

- Development of business community data
  - Retention rate for existing businesses
  - Existing employee headcount
  - Other data as reasonably requested by and coordinated with the City
- Provide technical assistance to existing businesses to assist them to retain jobs and/or expand.
- Bring or organize appropriate seminars and training to Joplin, MO, or offered within the region that would benefit Joplin-based companies.
- Execute an ongoing call program with existing major employers.
- Analysis of existing businesses by utilizing Business Registry Data to evaluate growth, decline, establishment, or closure of existing businesses within the City of Joplin.
- Develop or recommend training & education opportunities to start-up businesses.
- Promote and provide workspaces, educational programs, pitch competitions, mentorships, and networking opportunities where technology, innovation, and entrepreneurship can thrive.

C. Business Attraction. JACC shall take steps necessary to ensure that Joplin competes at local, state, national, and international levels for prospective businesses. In addition, JACC shall

actively promote the City at the state, national, and international levels, particularly to companies in the advanced manufacturing, distribution, transportation, and technology. JACC acknowledges the City desires to attract jobs with higher skills, higher wages, and higher benefits, and JACC will pursue companies in the targeted sectors that meet those goals.

Performance measure:

- Conduct a minimum of 10 promotional or marketing visits annually, either in Joplin or at the site selector's location.
- Evaluate, recommend, and attend a minimum of 2 trade shows or similar events annually. Communicate and encourage attendance at such events by Administration Staff and/or Elected Officials.
- Measurement and tracking of number of home grown businesses locating in Joplin
- Measurement and tracking of new businesses in Joplin.
- Report on employee headcount, wages, and capital investment attributed to new businesses.
- Assistance in the coordination and development of a regional economic development council.
- Advise on number of business contacts made and status of pending projects.
- Active website, updated content.
- Report quarterly on website activity.
- Maintain & review community profile with state and regional economic development agencies.

D. Strengthened Relationship with State and Regional Economic Development Organizations. These organizations are assets to the City's economic development efforts. They can provide free marketing for the City and expand our contact base and opportunities. Fostering relationships with these organizations will provide a competitive advantage at the state and regional level and ensure that the City receives feedback from prospective companies about what Joplin can do to provide an attractive business package. JACC shall serve as the primary point of contact for the City for economic development related purposes.

Performance measure:

- Regular meetings with State and Regional Economic Development Organizations and other relevant organizations
- Documented efforts and participation in regional partnership
- Positive relationship with State and Regional Economic Development Organizations and appropriate communicated vision for Joplin

E. Market Statistics and Demographics. The City is interested in receiving up to date market statistics and demographics for existing businesses and labor shed and market data for businesses interested in locating in Joplin, MO.

Performance measure:

- Utilize and provide updated market, trend, and demographic analysis through current studies.

F. Reports and Presentations to the Mayor and City Council. JACC shall provide a written report for the Mayor and City Council on a monthly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.

Performance measure:

- Written report monthly to Mayor and City Council.
- Quarterly presentation to Council.
- Timely updates to Mayor and City Council on potential and ongoing projects as necessary.

The City recognizes that the overall economy will affect some of the performance measures and success will be outside the control of JACC. The City also recognizes that some of the needed statistics are not currently collected in a systematic way. However, the City expects JACC to show evidence of experience in conducting comparative market and trend analyses and due diligence in amassing the detailed information necessary to support the Economic Development efforts.

G. Performance and Job Creation. The parties agree that the Chamber shall set an annual goal for job creation and new construction for the term of this Agreement. Parties agree that retention and expansion of existing firms and attraction of new firms, particularly those in the business sectors noted in this Agreement, is important to the economic vitality of the City. To that end, new job creation directly attributed to the above economic development efforts will also be considered as part of the performance for the JACC.

The City acknowledges achievement of these goals is dependent upon multiple factors beyond the services provided by JACC under this Agreement. Such factors include, but are not limited to, City administration, local schools, transportation and infrastructure capabilities, available work force, and national, state, and local economic conditions. The parties agree the services provided by JACC under this Agreement are intended to maximize the competitiveness of the City for expanded economic development and creation of quality jobs.

10. **Budget, Audit and Accounting.** JACC shall submit a proposal identifying how City funds will be utilized by JACC during the next fiscal year. Said proposal shall identify programs and special projects and shall set forth a budget. Based upon the proposal submitted by JACC and upon approval by the City Council, JACC shall file annually, before July 1st of each year, a report with the City Manager and the City Clerk outlining the economic development services and activities provided by JACC under this Agreement. The parties acknowledge that JACC may reallocate expenditures among the budget line items as necessary through the year so long as the total City appropriation is not changed. JACC shall give the City written notification of any reallocation. Payment of invoices will be contingent on the Chamber providing proper documentation for all expenses and the expenses being eligible expenses based on the approved

proposal. JACC shall provide the City with a statement from the JACC Auditor, in a form approved by the City and the JACC Auditor, stating that City funds were used as intended. JACC will make its complete Audit available to the City to review, upon request. For this Agreement covering the initial term, the budget proposal is attached hereto and incorporated herein as Exhibit A.

11. **Missouri Sunshine Law.** City contracts and documents prepared for the City while performing city contractual work may be subject to the Missouri Sunshine Law. If a Sunshine request is presented to the City, JACC will assist the City to provide copies of Public Records generated by JACC as prescribed in the Missouri Sunshine Law. In such instance, only legally authorized photocopying costs pursuant to the Missouri Sunshine law may be assessed for this compliance.

12. **Independent Contractor Indemnification.** The parties to this Agreement agree that JACC is an independent contractor and shall not, under any circumstances, be deemed an employee of the City. JACC to indemnify, defend, and hold harmless the City, its officials, employees, and agents, from and against any and all loss, liability, or damage as a result of claims, demands, costs, or judgments arising by virtue of this Contract, or of whatever nature, made by or on behalf of any person or persons for any wrongful act or omission arising from its operation under this Contract.

13. **Indemnification.** JACC shall abide by all federal, state and local laws, rules, regulations and ordinances, which may now or hereafter be in effect, applicable to providing services under this Agreement, and agrees to indemnify, defend, and hold harmless, the City, its officials, employees and agents, from and against any violation of said laws, rules, regulations and ordinances.

14. **Workers' Compensation Insurance.** JACC shall provide any workers' compensation insurance for its employees as required by State law. JACC shall also maintain motor vehicle insurance pursuant to minimum State requirements for operation of any motor vehicles under its direction and control.

15. **Equal Employment Opportunity.** This Agreement is subject to all federal, state and local laws, rules and regulations pertaining to equal employment opportunities. JACC shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations or national origin.

16. **Conflicts of Interest.** JACC agrees that no employee of JACC, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with JACC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOR THE CONSULTANT
Joplin Area Chamber of Commerce

BY: _____
Travis Stephens
President

Date: 10/31/23

FOR THE CITY OF JOPLIN

BY: _____
Nicholas Edwards
City Manager

ATTEST: _____
Holly Nagy,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

Exhibit "1"