CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Ordinance 2024-517 – Approving an agreement between the City and Joplin Regional Alliance of Healthcare and Health Sciences (JRAH) to assist the region in fostering economic development and promoting business growth.

MEETING DATE
October 21, 2024

ORIGINATING DEPT
City Manager

ATTACHMENTS
Ordinance 2024-517

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This agreement establishes that JRAH will implement the TEConomy strategic plan developed between the JRAH and community stakeholders that aims to address the healthcare workforce shortage and improve community wellness and facility development in healthcare industries.

BACKGROUND
On February 21, 2023, the City Council approved a Memorandum of Understanding (MOU) between the City of Joplin and the Joplin Area Chamber of Commerce (Chamber) to pursue the development of a strategic roadmap to address economic development with a focus on healthcare and health sciences. The Chamber and JRAH selected TEConomy to develop the *Strategic Roadmap for Economic Development in Joplin Focused on Healthcare, Health Sciences, and Associated Educational Assets* roadmap. JRAH intends to implement the strategies stated in the strategic plan to further develop healthcare needs in the community.

This proposal was discussed as part of the FY25 budget process, held on Tuesday, September 24, 2024. Council voted eight in favor with one absent, to proceed with an agreement with JRAH.

FUNDING SOURCE
This agreement authorizes a 5-year contract with an annual cost of $50,000 per year utilizing funding from the General Fund Use Tax. This item is included in the FY2025 budget.

RECOMMENDATION
Staff recommends approval of this agreement.

"Exhibit A"

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement is, made and entered into this _____ day of _____ 2024 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("City"), and the Joplin Regional Alliance for Healthcare and Health Science, a Missouri Nonprofit Corporation, d/b/a ("JRAH"), with the City and JRAH being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, the JRAH was created to assist the City and region in fostering business growth and economic development; and

WHEREAS, the City has determined that it is in the best interest of the City, and important to the promotion of the general economic welfare of the City, to engage JRAH for the economic development services described herein.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Term. The term of this Agreement shall be from November 1, 2024 to October 31, 2029, unless terminated sooner or not renewed as described herein. City shall give its notice of intent to renew or not renew no later than November 1 of each year.

3. Scope of Services. JRAH will provide the following services ("Services"):

A. Implementation of the TEConomy Strategic Plan: The JRAH and community partners have developed a strategic plan to help address a critical healthcare workforce shortage, improve overall community wellness, strengthen capacities in higher education, and facilitate the growth and development of healthcare industries. The JRAH and community partners will utilize funding for the express purpose of implementing the TEConomy Strategic Plan: *A Strategic Roadmap for Economic Development in Joplin Focused on Healthcare, Health Sciences, and Associated Educational Assets* attached hereto as "Exhibit B".

4. Payment and Oversight.

A. Payment. City agrees to compensate Chamber for the Services in the amount of $50,000.00 for FY 2025, and, each year thereafter. All Payment for the Services is subject to annual appropriation by City as described herein. Payments shall be made quarterly from City to JRAH in the amount of $12,500.00.

B. City Review of JRAH Budget. Chamber shall submit a copy of its annual budget for the Joplin Regional Alliance for Healthcare (JRAH) each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager.

C. City Representation on JRAH Board of Directors. JRAH's Board of Directors shall continue to be responsible for the oversight of JRAH; however, for the term of this Agreement and any renewals thereof, City is granted one non-voting seat on the JRAH Board, consisting of the City Manager or his designee.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, JRAH shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for JRAH's reasonable attorney's fees and expenses.

8. Choice of 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.

9. Compliance with Laws. JRAH shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. JRAH warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for JRAH, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for JRAH, any fee, commission, gift, or contingent fee.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. JRAH hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be JRAH, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

15. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. JRAH is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. JRAH is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by JRAH in any activities or work under this Agreement shall be owned by City.

17. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and JRAH at the addresses as follows:

City of Joplin	Joplin Regional Alliance for Healthcare and Health Science
ATTN: City Attorney	d/b/a JRAH ATTN: Travis Stephens
602 S. Main St.	320 E. 4th St.
Joplin, MO 64801	Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. No Political Activity. JRAH shall not use and any of the funds received pursuant to this Agreement, or any personnel or material paid for with funds pursuant to this agreement, for political activity. The term "political activity" shall mean a communication made to any electorate in support of, or in opposition to, a ballot measure or candidate in any federal, state or local government election.

20. Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

21. Records and Audits. The Joplin Area Chamber of Commerce "Foundation" shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, JRAH shall fail to fulfill in a timely and proper manner JRAH's obligations under this contract, or if JRAH shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to JRAH of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice, in which case, the City's obligation to make any further payments under this Agreement shall terminate. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by

the JRAH shall, at the option of City, become its property. Notwithstanding the above, JRAH shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Chamber.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and JRAH is associated with a business entity, JRAH shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, JRAH must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	JOPLIN REGIONAL ALLIANCE FOR HEALTHCARE AND HEALTH SCIENCE
_____	_____
Nicholas Edwards, City Manager	Travis Stephens, Vice President

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2024-517 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into an Economic Development Services Agreement with the Joplin Regional Alliance for Healthcare and Health Science (JRAH) for the purpose of fostering healthcare and health-related business growth and economic development; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

Section 1. That the Economic Development Services Agreement by and between the City of Joplin, Missouri and the Joplin Regional Alliance for Healthcare and Health Science (JRAH) for the purpose of fostering healthcare and health-related business growth and economic development for the region, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney