

**AGREEMENT FOR
ECONOMIC DEVELOPMENT
SERVICES**

THIS AGREEMENT entered into this 1st day of July, 2018, by and between **CITY OF LAMAR, MISSOURI**, a constitutionally chartered Missouri municipal corporation (hereinafter "City"), and **BARTON COUNTY CHAMBER OF COMMERCE**, hereinafter referred to as the "**CHAMBER.**"

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

WHEREAS, The Chamber 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 July 1, 2018, and ending June 30, 2019. This contract may be terminated by either party with sixty (60) days written notice with or without cause.
2. **Renewal Terms.** This Agreement shall renew for successive one (1) year term 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, The Chamber shall:
 - Serve as the City's point of contact for economic development services in regard to: Location One Service, State Incentive Programs, active in Joplin Regional Partnership, Harry S. Truman Coordinating Council, Missouri Economic Development Council, and assisting the City Administrator with Economic Development functions.
 - Assist City Administrator with business recruitment activities designed to provide new jobs and an improved tax base for the community.
 - Create materials that market and promote the City including; maintaining web page for Economic Development, information packets for prospective businesses. Any materials created will be offered, maintained, and distributed by the Chamber and the City.
 - Provide Monthly reports to City Council in writing detailing projects, key relationships, and any assisting projects in place. Report will be sent to the City Clerk by the Tuesday before each Monday's Council meeting.
 - 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.
 - Attend Conferences with Regional Partners promoting our community by building Economic Development relationships.
 - Real Estate Development - identify and market as needed sites & buildings ready for development within the City of Lamar and place existing building on Location One Information System, and work with Realtors involved.
 - Supply market Statistics & Demographics as provided by Joplin Regional Partnership, Harry S. Truman Coordinating Council, Missouri Economic Development Council, Workforce Investment Board, and State Data Research Groups.
 - Work with existing employers to develop workforce; attract quality employees to the City.
 - Assist City Administrator as a liaison between local businesses; to harvest a healthy Business Retention Plan.
 - Attend Economic Development conferences that are deemed beneficial within region.
 - Participate in Economic Development Training/Courses that will enhance knowledge of Economic Development best practices.
 - 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.
4. **Fees and Expenses.** The City agrees to pay The Chamber a Fee for the services outlined in this Agreement (the "Fee"). The Fee shall be paid in Quarterly payments to The Chamber. The TOTAL "Fee" will be Thirty-Five Thousand Dollars (\$35,000,) starting with quarterly disbursements on July 1st, 2018, in the amount of (\$8,750). AND THEREAFTER; October 1, 2018; January 1, 2019; and April 1, 2019. An invoice will be provided by Barton County Chamber with a listing of conferences, meetings, etc. that were attended. The Fee is subject to and conditioned on budget appropriation from the City Council during the Fiscal Year ending June 30th, 2019. Any reimbursement request not included in the approved budget allocation shall be subject to City of Lamar Council approval.
5. **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 and shall be solely and exclusively in Barton County, Missouri, or the United States District Court for the Western District of Missouri.
6. **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.
7. **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 Lamar 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.

8. **Communication Measures.** The Chamber CEO will communicate with the City Administrator regarding Economic Development; The City of Lamar will communicate all economic development projects to the Chamber. The Chamber will give monthly written reports to Council. Report will be sent to the City Clerk by the Tuesday before Monday's Council meeting. The Chamber CEO will be present at City Council meetings at least quarterly to report verbally regarding projects and/or updates on Economic Development efforts or per council request.
9. **Business Retention and Expansion.** The City wants to ensure existing businesses thrive, remain, or expand in Lamar. The Chamber 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 Lamar. The Chamber shall develop concepts which promote existing business.

Performance measure:

- Development of business community data
 - 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 Lamar, MO, or offered within the region that would benefit Lamar-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 Lamar.
 - Develop or recommend training & education opportunities to start-up businesses.
 - Provide resources to entrepreneurs as requested.
10. **Business Attraction.** The Chamber shall assist The City of Lamar to take steps necessary to ensure that Lamar competes at local, state, national, and international levels for prospective businesses. Work directly with Regional Business Attraction entities in place.
 11. **Equal Employment Opportunity.** This Agreement is subject to all federal, state and local laws, rules and regulations pertaining to equal employment opportunities. The Chamber 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.

12. **Conflicts of Interest.** The Chamber agrees that no employee of The Chamber, 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 The Chamber.

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

FOR THE CONSULTANT
Barton County Chamber of Commerce

FOR THE CITY OF LAMAR

BY: _____
Astra Ferris
President/CEO

BY: _____
Russ Worsley
City Administrator

Date: _____

ATTEST:

Bev Baker
City Clerk

APPROVED AS TO FORM:

Steven H. Kaderly
City Attorney