

BILL NO. \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FOR APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF INDEPENDENCE, MISSOURI, AND THE INDEPENDENCE CHAMBER OF COMMERCE FOR THE ESTABLISHMENT AND OPERATION OF THE INDEPENDENCE ECONOMIC DEVELOPMENT PARTNERSHIP.

WHEREAS, the City believes it is important to support and promote quality development to create a sustainable community providing a high quality of life; and,

WHEREAS, the Chamber has offered to contract with the City for the implementation of programs to promote the general economic growth of the City; and,

WHEREAS, the City and the Chamber support the creation of the Partnership for the purpose of promoting industrial, commercial, office and residential growth; and,

WHEREAS, the City deems it in the public interest to enter into this Agreement and agree to the operation of the Independence Economic Development Partnership for the above stated purposes of advancing, maintaining and encouraging economic development activities in the City;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

SECTION 1: INDEPENDENCE ECONOMIC DEVELOPMENT PARTNERSHIP

- a. The Chamber shall continue to maintain and operate a division of the Chamber and a membership group known as the Independence Economic Development Partnership (the "IEDP") and it will operate as a public/private partnership. The function and purpose of the IEDP shall be promoting the economic welfare and growth of the City, including, but not limited to fostering and encouraging all facets of quality economic development which will have a significant impact on the economic growth of the City.
- b. All public sector and private sector funds received by the Chamber for participation in the IEDP shall be used for IEDP purposes.
- c. The CHAMBER Bylaws, as established by the Chamber, shall be consistent with the terms of this Agreement. In the event of a conflict between the CHAMBER Bylaws and this Agreement, the terms of this Agreement shall be controlling and, if required, the Chamber shall amend the Bylaws accordingly.

SECTION 2. IEDP ADVISORY COMMITTEE

- a. The Chamber Board of Directors shall appoint or otherwise provide a means for the selection or election of members of the IEDP to the IEDP Advisory Committee. The officers of the IEDP Advisory Committee shall be selected in the manner determined by the Chamber Board of Directors. The IEDP Advisory Committee shall serve in an advisory capacity to the Chamber Board of Directors. A minimum of two members of the of the IEDP Advisory Committee shall also serve on the Chamber Board of Directors and will hold the titles of Chair and Vice-Chair within the IEDP. In addition to the two members from the Board of Directors, the IEDP Advisory Committee shall also include one City Councilmember appointed by the Council, the

City Manager or their designee, and such other members as determined by the Chamber Board of Directors.

- b. The IEDP Advisory Committee is charged with recommending, supporting, and implementing both long and short-range goals for marketing and promoting economic development in the City and monitoring progress toward those goals. The function of the IEDP Advisory Committee will be to assist the President and CEO of the Chamber in developing a bi-annual work plan which supports the City's goals for economic development. The Committee shall meet at least quarterly and for special meetings when called by the IEDP Chairperson. The biannual workplan shall be submitted within two (2) months of the effective date of this Agreement, and every six (6) months thereafter. The biannual workplan shall be subject to approval by the Chamber Board of Directors and the Independence City Council.

### SECTION 3. SCOPE OF SERVICES

- a. The Chamber will be responsible for implementing and performing the following functions:
  - i. Development of an updated strategic plan for economic development which will be used as a framework for future work plans, to be submitted for City Council approval within two (2) months of the effective date of this agreement.
  - ii. Retain and expand existing employers in the City of Independence by providing research services, access to State of Missouri economic development tools, site location assistance, and other relevant expertise.
  - iii. Develop and execute a comprehensive marketing program to promote economic activity in the City of Independence.
  - iv. Identifying locations and targeted industry opportunities for future retail, commercial, industrial, and residential growth and work to make them attractive for development, which will increase the number of quality jobs, median income, and utility customers in the City of Independence.
  - v. Proactively act as a staff member of the City's internal Economic Development Team by responding to and initiating, as needed, special projects, analysis, and negotiations advice on economic development opportunities to recruit or retain businesses that strengthens the economic base of the City.
  - vi. Provide quarterly reports on job retention, job creation, and capital investment to the City Manager and City Council, including attending City Council meetings and study sessions as requested.
  - vii. Formulate and manage a business retention program to assess market risks and trends and develop tactics for business retention. Such program shall be enumerated in detail in the adopted biannual workplan.
  - viii. Actively recruit new businesses to Independence, as well as actively and strategically promoting the community.
  - ix. Maintain active membership with the Kansas City Area Development Council (KCADC) to be paid via financial resources of the Chamber of Commerce and not as an additional fee to the City of Independence.

### SECTION 4. PERFORMANCE MEASURES

- a. The effectiveness of the economic development program will be measured through the collection of data in the following areas:
  - i. Total number of new business licenses issued annually.
  - ii. Total number of annual business license renewals.
  - iii. Total commercial permit valuation.
  - iv. Total capital investment.

- v. Total number of new jobs added and jobs retained.
- vi. Total number of business retention visits per quarter.
- b. The Chamber will work with City staff to facilitate periodic strategic planning sessions regarding economic development and monitoring the progress of these performance measures.

#### SECTION 5. EFFECTIVE DATE

- a. The effective date of this contract shall be December 1<sup>st</sup>, 2022.

#### SECTION 6. PERIOD OF SERVICE

- a. The services shall be for two years with the possibility of three (3) one-year renewal options.

#### SECTION 7. FINANCIAL AGREEMENTS

- a. Compensation for services will be set at a base amount of \$140,000.00 annually and will not decrease during the term of the Agreement. The City at its discretion may increase the annual compensation which is budgeted for services based on the annually submitted work plan.
- b. The City may, at its discretion, provide funding to the Chamber to support the work plan as defined in this Agreement for each year this Agreement is in effect. Any unused balance from the amount provided by the City to the Chamber for the IEDP shall be carried forward from year to year by the Chamber in reserves and shall be used to support the work plan.
- c. The funding provided by the City shall be used to support the work plan specifically provided for in this Agreement, which support shall include in-kind, administrative, and overhead costs of the Chamber related to the work plan.
- d. Chamber shall provide City within ninety (90) days after the end of the Chamber's fiscal year a Statement of Revenue and Expenditures of the IEDP for the preceding fiscal year documenting the receipt and disbursement of funds received from the City pursuant to this Agreement, which accounting shall be in accordance with generally accepted accounting principles. Such documentation and accounting shall be a public record of the City. In the event such accounting is not provided to the City within said ninety (90) day period, the City shall not provide any funds to the Chamber unless and until the accounting is provided and the City may declare this Agreement terminated without further notice and the City shall be relieved of any and all obligations under this Agreement.
- e. The City shall make quarterly payments to the Chamber in equal amounts in the months of July, October, January, and April. Each payment will be preceded by an invoice from the Chamber.

#### SECTION 8. TERMINATION

- a. This Agreement may be terminated by either party upon one hundred eighty (180) days written notice to the other party. Upon conclusion of the one hundred eighty days, the Chamber will deliver to the City all unexpended public funds paid by the City. If the City terminates this agreement under this provision, the City will pay reasonable encumbrances made by the Chamber pursuant to this Agreement, but only to the extent that funds are on hand and budgeted and appropriated for that purpose at the time of termination.

#### SECTION 9. INDEMNITY

- a. Chamber agrees to and shall indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against any and all claims, losses, damages, cause of action, suits, and liability of every kind, including all expenses of litigation, court costs, attorney fees for injury to or death of any person, or for damage to or loss of property arising out of this Agreement or from any such cost or claims because of any act or omission, negligence, or wrong doing of the Chamber or its agents, representatives, employees or assigns.

**SECTION 10. INDEPENDENT CONSULTANTS**

- a. This Agreement does not create a joint venture, partnership, employer-employee relationship between the parties.

**SECTION 11. TAX EXEMPT STATUS**

- a. The Chamber represents that it is now an organization exempt from federal taxation of corporation under section 501 (c) 6 of the Internal Revenue code of the United States Code and will maintain that status for as long as this agreement is in effect.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE CITY COUNCIL OF THE  
CITY OF INDEPENDENCE, MISSOURI.

\_\_\_\_\_  
Presiding Officer of the City Council  
of the City of Independence, Missouri

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
City Counselor

REVIEWED BY:

\_\_\_\_\_  
City Manager