

**FEE FOR SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF LIBERTY, MISSOURI
AND
THE LIBERTY ECONOMIC DEVELOPMENT CORPORATION**

This Agreement, made and entered into this 19th day of December, 2022, is by and between the Mayor, Councilmen and the Citizens of the City of Liberty, Missouri (“City”) and the Liberty Economic Development Corporation (“LEDC”), a Missouri nonprofit corporation, 5 Victory Lane, Suite 103, Liberty, MO 64068.

WITNESSETH:

WHEREAS, the LEDC has offered to contract with the City for the implementation of economic development services to assist in the promotion of the general economic growth of the City, and

WHEREAS, the City and the LEDC agree that there are certain economic development services related to business attraction, business expansion, business retention and marketing that can be best provided by the LEDC in a joint venture with the City, and

WHEREAS, the City, by declaration in its fiscal year budget for 2023, did designate a portion of its budget for contracted services in support of the LEDC; and

WHEREAS, the LEDC will be a resource for attracting and recruitment, engaging frequently with business, responding to needs in a timely manner and cooperating and coordinating activities needed between the state and local providers; and

WHEREAS, the City has determined that it is in the best interests of the City and important to the promotion of the general economic welfare of the City to allocate a designated amount to the LEDC as compensation for the performance of services pursuant to this Agreement.

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and the LEDC agree as follows:

I. SCOPE OF SERVICES

The LEDC will provide the following services which are not listed in priority order as successful completion of each is expected:

- A. Update available land and building information and locality details in the LocationOne database.

- B. Maintain and update an economic development website to provide site selectors, entrepreneurs and business owners with information that is necessary to assist in their decision to locate a business in Liberty.
- C. Carry-out the organization's plan of work which is approved by its board of directors. Develop committees when needed that will oversee the organization's work.
- D. Coordinate the preparation of Requests for Information (RFI) for prospects interested in a Liberty location that are referred through KCADC and other sources and organizations such as the City and individuals.
- E. Carry-out business retention activities, including at least 30 one-on-one visits or virtual meetings with Liberty businesses. At least 75%the majority of site visits shall be made to non-retail and service businesses. The LEDC will work with City staff to develop criteria to gather the best available information to assist Liberty businesses.
- F. Commit to seeking private sector investment to leverage this public contract.
- G. LEDC will provide a business facilitation model called LINK to support Liberty small businesses and entrepreneurs within the Liberty School District. The business facilitator will be the central point of contact for the program and will establish relationships with Liberty area entrepreneurs. The Facilitator is the connector of resources that will guide business owners to the information or contacts that can help small businesses with any barriers they may have. LINK will provide a quarterly report on activity to the city representative.
- H. Maintain social media to disseminate information, promote marketing of the Liberty area and promote economic development successes.
- I. The Fee for Services Agreement shall include as Attachment A, the plan of work and budget for the following calendar year.

II. TERM AND REPORTING

The term of this Agreement shall be for one year from its approval date by the City Council and thereafter shall be considered for renewal for successive one (1) year terms unless terminated as herein provided. Either party upon ninety (90) days written notice to the other party may terminate this agreement. At the expiration or termination of this Agreement, the LEDC will deliver to the City all unexpended funds advanced by the City. The City agrees if the City terminates this Agreement, it will pay all encumbrances

made by the LEDC pursuant to this Agreement prior to receiving written notice of the termination and shall hold the LEDC harmless for any committed expenditures made on behalf of the agreed initiative. If the City terminates this Agreement, the financial responsibility outlined above shall not exceed the annual compensation amount identified in Section IV of this Agreement unless otherwise agreed to, in writing, by both parties.

The LEDC will provide quarterly activity and financial reports in the month following each calendar quarter to a designated City representative. An annual presentation to the City Council shall be made during the 4th quarter of each year. The presentation shall include a summary of current year activity and following year anticipated activities.

III. BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE

The Mayor will serve on the LEDC's Board of Directors and Executive Committee throughout the term of the agreement as a voting member on both but not to serve as an officer.

The City of Liberty Economic and Business Development Manager will serve on LEDC's Board of Directors as a voting member and on the Executive Committee with the same voting privileges as the LEDC Executive Director.

IV. COMPENSATION & METHOD OF PAYMENT

The City hereby agrees to compensate the LEDC for these Services in the amount of \$75,000 annually. This funding will assist in the support of services described in Section I. Half, or \$37,500 of the \$75,000 will be payable to the LEDC in January. The second payment of \$37,500 will be due within 30 days after receipt of the second quarterly report.

Additionally, the City will provide the LEDC Executive Director health, dental and life insurance coverage choices consistent with those offered City employees (estimated cost is approximately \$10,700 benefit for 2023).

V. AUDIT, INSPECTION OF RECORDS, AND ANNUAL REVIEW

The LEDC shall permit an authorized representative of the City to inspect and audit all data and records of the LEDC related to their performance under this Agreement.

VI. SUBCONTRACTS

The LEDC hereby agrees that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior consent of the other party to the Agreement.

VII. NON-DISCRIMINATION PROVISIONS

The LEDC and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. The LEDC will take affirmative action to ensure that applicants are employed in good faith.

VIII. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

IX. INDEPENDENT CONTRACTOR

The LEDC is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services provided herein as an independent contractor.

X. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Tony Reinhardt, Chair
Liberty Economic Development Corporation

Lyndell Brenton, Mayor
City of Liberty