



Board of Alderman Request for Action

MEETING DATE: 10/17/2023

DEPARTMENT: Administration

AGENDA ITEM: Resolution No. 1275 - agreement with the Smithville Chamber of Commerce

REQUESTED BOARD ACTION:

Motion to approve Resolution 1275, authorizing and directing the Mayor to enter into an agreement with the Smithville Chamber of Commerce.

SUMMARY:

Staff has worked with the Smithville Chamber of Commerce to identify services that the chamber can perform to assist in communication, tourism and economic development efforts of the City. Throughout the budget development process, this funding has been under consideration and \$10,000 is included in the FY2024 Budget.

Contractual services to be provided by the Chamber and outlined in the agreement include:

- Maintenance of a Community Calendar
- Coordination of business retention visits
- Revision of a Business Startup Checklist document
- Partnering with other organizations to promote tourism and special events
- Working with businesses to analyze trip information generated from the Replica platform (the City, Clay County and other Clay County communities have previously entered into an agreement with Replace for this data platform)
- Providing space in the weekly Chamber newsletter for city updates

These items will be completed on an ongoing basis by the Chamber for a payment of \$10,000 annually. The initial contract is for one year beginning November 1, 2023 and includes three additional annual renewal periods. Renewal discussions will occur as the budget is developed annually.

PREVIOUS ACTION:

Expenditure discussed budget development meetings. The Chamber Board has approved this agreement.

POLICY OBJECTIVE:

Enhance communications. Promote tourism and economic development

FINANCIAL CONSIDERATIONS:

Initial year funds are budgeted within the FY2024 budget.

ATTACHMENTS:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Agreement | |

RESOLUTION 1275

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SMITHVILLE CHAMBER OF COMMERCE FOR THE PURPOSE OF PROVIDING SERVICES IN THE AMOUNT OF \$10,000

WHEREAS, the City has identified services which can be performed through a partnership with the Smithville Chamber of Commerce; and

WHEREAS, the Board of Alderman has allocated funds in the FY2024 Budget for the Smithville Chamber of Commerce to use for the completion of these services; and

WHEREAS, the Smithville Chamber of Commerce has approved proposed Agreement and us willing to perform services as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO EXECUTE AN AGREEMENT WITH SMITHVILLE CHAMBER OF COMMERCE FOR THE PURPOSE OF PROVIDING SERVICES IN THE AMOUNT OF \$10,000.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 17th day of October, 2023.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

SERVICES CONTRACT

THIS AGREEMENT entered into this 17 day of October, 2023 by and between the City of Smithville, Missouri, a political subdivision in the State of Missouri (hereinafter referred to as "City") and Smithville Chamber of Commerce, a Non- Profit Corporation doing business in Missouri (hereinafter referred to as "Chamber").

WITNESSETH:

WHEREAS, The Smithville Area Chamber of Commerce is organized for the following purposes:

- To advance the economic, industrial, professional and civic welfare of the Smithville, Missouri area.
- To promote business, community growth and development by promoting economic programs designed to strengthen and expand the income potential of all businesses within the trade area.
- Promoting programs of a civic, social and cultural nature which are designed to increase the functional and aesthetic values for the community and discovering and correcting problems which prevent the promotion of business expansion and community growth.
- To create a more intelligent and informed business and public opinion regarding city, county, state and national legislative and political affairs.
- To support all activities believed to be beneficial to the community and area, to oppose those which might be detrimental and to promote the welfare of all area citizens, always following those policies intended to accomplish the greatest good for the greatest number.

WHEREAS, the City has authority to promote the general economic development of the City and believes that it serves a Public Purpose to use public funds to provide assistance to an entity assisting in promotion of economic vitality and communication in furtherance of comprehensive and strategic planning goals; 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 Smithville Chamber of Commerce as compensation of the performance of services pursuant to this agreement; and

NOW THEREFORE, in consideration of mutual covenants and promises contained herein the parties agree as follows:

- 1. SCOPE OF WORK:** Chamber will provide the following services ("Services"):
 - a. Community Calendar – the Chamber will continue to maintain a calendar of events for all events in the community. City staff will ensure the Chamber Executive Director has information regarding city events and

events reserved for city facilities to include in this calendar. In exchange for this work, the City of Smithville will promote this calendar as the unified source of events in the Smithville community.

- b. Business Retention Visits – the Chamber Executive Director, along with City representatives will schedule visits with current businesses in the community in an effort to understand ways the Chamber and City may provide assistance to local businesses. The City will identify twelve businesses locally and coordinate with the Chamber to schedule monthly visits.
- c. Business Startup Checklist – the Chamber Executive Director will work with City staff to update the existing document, coordinate distribution as necessary and provide technical assistance as possible to prospective business owners.
- d. Tourism and Events – partner with other community organizations to promote tourism and special events that bring community members together.
- e. Replica – the Chamber Executive Director will serve as a liaison for businesses and work with City staff to provide information mined from the Replica platform.
- f. Communication – the Chamber will provide space in the weekly newsletter for city updates. Further, the Chamber will ensure the city newsletter is available for Chamber members and included in welcome packets.

2. TERM AND TIME OF PERFORMANCE: The original term of this Agreement shall be from November 1, 2023, to October 31, 2024, and shall automatically renew for three (3) additional one (1) year terms, unless the Agreement is terminated as provided herein. Prior to each renewal, there shall be a review of performance by the City. To facilitate the review, the Chamber shall submit a copy of its current budget by October 15 annually and provide a report of all activity to the City. The City shall inform Chamber by November 1 annually of the results of the City review. All compensation for the Services is subject to annual appropriation by the City of Smithville.

3. COMPENSATION AND METHOD OF PAYMENT: Following the date of signing of this agreement, the City agrees to pay \$10,000 annually for "Services" during the fiscal year in a one-time payment. All compensation for the Services is subject to the provision of Section II above.

4. AUDIT, INSPECTION OF RECORDS AND ANNUAL REVIEW: Chamber shall permit an authorized representative of the City to inspect and audit all data and records of Chamber related to their performance under this Agreement.

5. SUBCONTRACT: Chamber and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed, or otherwise disposed of without the prior consent of the other party to the Agreement.

6. NON-DISCRIMINATION PROVISIONS: Chamber and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex or national origin. Chamber will ensure that no person is excluded from participation in, denied the benefit of, or subjected to discrimination on the basis of race, color, or national origin under any programs provided, administered by SMSA (as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987).

Every effort will be made to ensure nondiscrimination in all of Chamber's programs and activities, whether those programs and activities are federally funded or not. When Chamber distributes funds or aid it will include Title VI language in all written agreements and will monitor for compliance.

7. COMPLIANCE WITH THE LAW: All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

8. INDEPENDENT CONTRACTOR: This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Chamber will be an independent contractor and not the City's employee for all purposes. Chamber shall retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder. Further, the City shall not have any ability to dictate the management of Chamber as a Missouri non-profit corporation, nor shall the City have any ownership interest in Chamber.

9. INDEMNIFICATION: Chamber shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever arising out of or resulting from any act, error, omission or intentional act of Chamber or its agents, employees or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided,

however, that Chamber need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents.

10. CANCEL, TERMINATION, OR SUSPENSION: This Agreement may be cancelled, terminated, or suspended at any time by written, mutual agreement of all parties, provided all applicable laws and regulations are complied with. The City may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to Chamber. If either party is in default of this Agreement, the defaulting party shall be given notice in writing.

In the event of default, the defaulting party shall have thirty (30) calendar days to cure/remedy the default. The defaulting party will be sent the violation by certified mail a Notice Demand to Cure Default explaining the specific nature and extent of the default violation. Said violation or default will be cured or remedied within fifteen (15) working days after receipt of said Notice unless a longer time is agreed upon by both parties in writing. In the case that the default is not cured or remedied within the agreed upon time, the Agreement may be terminated with five (5) days written notice.

11. NOTICE: Any notice required by this contract is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Notice to the City shall be addressed to:

City Administrator, City of Smithville 107 W Main St. Smithville, MO 64089

Notice to Smithville Chamber of Commerce shall be addressed to:

Executive Director, Smithville Chamber of Commerce 105 W Main St. Smithville, MO 64089

12. AMENDMENTS: This Agreement, if necessary, may be modified by mutual agreement of the City of Smithville and Chamber. Changes to be affected by written form and incorporated into this Agreement as an amendment.

13. SEVERABILITY: It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of all parties that the remaining provisions of this Agreement shall remain in full force and effect.

14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understanding 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 have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

THE CITY OF SMITHVILLE:

By: _____

Name: Damien Boley, Mayor

SMITHVILLE CHAMBER OF COMMERCE:

By: Rebecca L. Pendleton-Hesk

Title President, Smithville Area Chamber of Commerce