

MEETING DATE: 7/1/2025

DEPARTMENT: Administration

AGENDA ITEM: RES 1483 - Partner in the Clay-Platte Joint Marketing and Web Development Cooperative Agreement.

REQUESTED BOARD ACTION

A motion to approve Resolution 1483, authorizing the Mayor to sign an agreement to partner in the Clay-Platte Joint Marketing and Web Development Cooperative Agreement.

SUMMARY

Approval will authorize the Mayor to sign an agreement to be a participating community in the agreement between Clay County and Platte County Go North KC Program. This program will establish a shared framework under which Clay County will manage the strategy, design, development, and coordination of the GoNorthKC.com website, a collaborative digital platform promoting regional tourism and economic development in Clay and Platte County, with the goal of enhancing regional visibility and supporting tourism-driven collaboration across participating entities. The Go North KC Program will be established before the 2026 FIFA World Cup.

Expectations of a partner are the following:

- Appoint a point of contact to collaborate with Clay County. The Assistant City Administrator would be the point of contact for the City.
- Provide content for their respective city/county page, and ensure all information remains accurate and current. The Assistant City Administrator would update this page with the Smithville Area Chamber of Commerce Executive Director.
- Participate in promotional opportunities through the website and related marketing.
- Contribute payments toward the development the website. Contributions are voluntary. This funding would be considered with the development of the FY2026 Budget of \$5,000.

Other partnering cities are: Excelsior Springs, Gladstone, Kearney, Liberty, North Kansas City and Parkville.

PREVIOUS ACTION

N/A

POLICY ISSUE

Strengthened Business and Economic Development Pillar

FINANCIAL CONSIDERATION

Funding contributions are voluntary, which will be discussed in the FY2026 Budget Development.

ATTACHMENTS

- □ Ordinance
- \boxtimes Resolution
- □ Staff Report
- □ Other:

- ⊠ Contract
- \Box Plans
- \Box Minutes

RESOLUTION 1483

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT TO PARTNER IN THE CLAY-PLATTE JOINT MARKETING AND WEB DEVELOPMENT COOPERATIVE AGREEMENT

WHEREAS, the City of Smithville recognizes the importance of a comprehensive marketing strategy for Clay and Platte Counties; and

WHEREAS, the City of Smithville wishes to be a partner in the Clay-Platte Joint Marketing and Web Development Cooperative Agreement.

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

THAT the Mayor and Board of Aldermen hereby authorize the Mayor to sign an agreement with the Clay and Platte Counties for marketing and economic development efforts in the Northland.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of July, 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

CLAY-PLATTE JOINT MARKETING AND WEB DEVELOPMENT COOPERATIVE AGREEMENT

1. Parties and Purpose

Parties: Clay County Missouri and Platte County Missouri together with any subsequent partners who adopt the agreement. Collectively referred to as "the Parties."

Purpose: The purpose of this Agreement is to establish a shared framework under which Clay County will manage the strategy, design, development, and coordination of the GoNorthKC.com website, a collaborative digital platform promoting regional tourism and economic development in Clay and Platte County, with the goal of enhancing regional visibility and supporting tourism-driven collaboration across participating entities.

2. Scope of Work

Clay County shall:

- Develop a website strategy including architecture, branding, user experience, and functionality.
- Oversee design and technical development of the website.
- Serve as project manager throughout the planning and implementation phases.
- Coordinate collection and display of regional content, images, and listings from each partner.

- Enter into an agreement with a vendor to host and maintain the website infrastructure and provide quarterly performance reporting.

Platte County shall:

-Perform all responsibilities of a Partner as set out below and contribute at least: \$20,000 on or before August 1, 2025.

Each Partner agrees to:

- Appoint a point of contact to collaborate with Clay County.

- Provide content for their respective city/county page, and ensure all information remains accurate and current.

- Participate in promotional opportunities through the website and related marketing.

- Contribute payments toward the development the website. Contributions are voluntary and shall be invoiced upon written commitment.

3. Hosting and Future Costs

Hosting and maintenance costs will be paid by Clay County from contributions provided by Partners, grants, and Clay County funds during the term of the agreement. To the extent that contributions from Partners exceed the costs for the website project contemplated by this agreement, any surplusage shall remain with Clay County to be used in its discretion for the benefit of the GoNorth marketing campaign and related efforts to promote regional tourism.

4. Usage Restrictions

- Each Partner shall not sell advertising space on their designated city/county page without the prior written consent of Clay County and the majority of GoNorthKC partners.

- Partner pages may not be used for political purposes, partisan messaging, or unsanctioned promotions inconsistent with the goals of the GoNorthKC initiative.

- Clay County reserves the right to remove or require changes to any content deemed inappropriate or misaligned with the mission of the site.

5. Intellectual Property and Ownership

Clay County will manage administrative access to the website and ensure technical continuity. The parties acknowledge that images, content, works, information, and other intellectual property will be assembled, sampled, published, and displayed in a public forum, including across multiple media, print, and digital platforms. Each party hereby grants conveys and assigns an irrevocable right to Clay County to publish such content provided that to the extent that any contributing party has any enforceable rights in or to such intellectual property, then it is understood and agreed that all content and media contributed shall remain the property of such contributing party subject to the license granted herein. The GoNorthKC branding, structure, and shared content shall be collectively owned and used for regional benefit. The license granted herein shall survive the termination of the agreement into perpetuity for any intellectual property published under the license granted herein.

6. Term and Termination

This Agreement will remain in effect for two (2) years from the date of final signature. It may be terminated at any time by mutual written agreement of all Parties or by any individual party with 30 days' written notice.

7. Entire Agreement

This writing contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any term of this agreement, unless done in writing and signed by the parties.

8. Controlling Law

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Missouri.

9. Waiver

The failure of either party to object to or take action with respect to any conduct of the other party that violates the terms of this agreement shall not be construed as a waiver of any current or future violation.

10. Notices

All notices pertaining to this agreement shall be in writing and transmitted either by personal delivery or via the United States Postal Service, using certified or registered mail with return receipt requested.

11. Incorporation of Terms and Conditions

Clay County's standard terms and conditions as set forth at <u>https://www.claycountymo.gov/DocumentCenter/View/533/GENERAL-TERMS-AND-CONDITIONS-PDF</u>, are incorporated by reference.

12. Binding Effect

The provisions of this agreement shall be binding upon the parties hereto and their respective successors, assigns, and legal representatives.

13. Signatures

By signing below, the Parties affirm their commitment to the terms outlined in this Memorandum of Understanding.

Clay County, Missouri
Name:
Title:
Signature:
Date:
Platte County
Name:
Title:
Signature:
Data
Date:

PARTNERS:

The following municipalities agree to participate in the program as a Partner

****City of Liberty****

Name:			

Title:	
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Signature: _____

Date: _____

Optional Financial Contribution:

City of Smithville

Name:	

Title: _____

Signature: _____

Date: _____

Optional Financial Contribution:

****City of Excelsior Springs***

Name: _____

Title: _____

Signature: _____

Date: _____

Optional Financial Contribution:

****City of Gladstone****

Title: _____

Date: _____

Optional Financial Contribution:

City of North Kansas City

Name: _____

Title: _____

Signature: _____

Date: _____

Date: _____

Optional Financial Contribution:

****City of Kearney****

Name: _____

Title: _____

Signature: _____

Date: _____

Optional Financial Contribution: