



JIMMY LILES
CITY ADMINISTRATOR
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Email: jliles@nixa.com

Date: 08/04/2021
To: Mayor Steele and City Council
From: Jimmy Liles, C.A.
Subject: Agreement for Services with Show Me Christian County

In August of 2016, the City of Nixa entered into a memorandum of understanding (MOU) with the City of Ozark and Christian County that put in place a mutual understanding between the parties with respect to their cooperation in the establishment and operation of the Christian County Business Development Corporation, now otherwise known as Show Me Christian County (SMCC.) The original MOU noted a contribution of funding to SMCC in the amount of \$25,000 per year.

In 2020, SMCC President & CEO Andrea Sitzes requested an additional investment from the City of Nixa. Nixa City Council allocated a total of \$50,000 to be invested into SMCC in the 2021 budget year and instructed staff to work on a new agreement with SMCC. Staff has been working on a 1-year agreement with SMCC that includes the scope of services that are to be performed by SMCC. The agreement and the scope of services are included in your council packet.

Staff is recommending approval of a resolution allowing the City of Nixa to enter into the attached agreement with SMCC. If approved, the agreement will be executed, and the additional investment will be made into SMCC.

RESOLUTION NO. 2021-081

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH THE CHRISTIAN COUNTY BUSINESS DEVELOPMENT CORPORATION FOR THEIR CONTINUED SERVICES IN PROMOTING ECONOMIC DEVELOPMENT WITHIN CHRISTIAN COUNTY.

WHEREAS the Christian County Business Development Corporation d/b/a Show Me Christian County was established to assist in the common goal of enhancing job creation and economic development within Christian County; and

WHEREAS the City has provided funding for Show Me Christian County's operations consistently; and

WHEREAS the City desires to provide continued funding for Show Me Christian County so they may continue their efforts in promoting economic development within Christian County; and

WHEREAS the City Council desires to authorize the City Administrator to execute, on behalf of the City, the contract attached hereto as "Resolution Exhibit A."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Administrator, or designee, is hereby authorized to enter into the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," on behalf of the City. Said Contract shall be in substantially similar form to the document attached hereto as "Resolution Exhibit A." The City Administrator is further authorized to do all things necessary or convenient to carry out the terms and intent of this Ordinance.

SECTION 2: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

RESOLUTION NO. 2021-081

47 **ADOPTED BY THE CITY COUNCIL THIS 9TH DAY OF AUGUST 2021.**

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50 ATTEST:

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53 _____
CITY CLERK

_____ PRESIDING OFFICER

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56 **APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2021.**

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59 ATTEST:

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62 _____
CITY CLERK

_____ MAYOR

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65 APPROVED AS TO FORM:

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68 _____
CITY ATTORNEY

AGREEMENT FOR SERVICES

This Agreement for Services (hereinafter “Agreement”) is entered into by and between the City of Nixa, Missouri, a constitutional charter city of the State of Missouri (hereinafter “City”), and the Christian County Business Development Corporation, d/b/a Show Me Christian County, a not-for-profit corporation organized under the laws of the State of Missouri (hereinafter “SMCC”).

WHEREAS the City, the city of Ozark, and the county of Christian jointly established the Christian County Business Development Corporation as a Missouri non-profit corporation in 2016; and

WHEREAS the Christian County Business Development Corporation, now doing business as Show Me Christian County, was established to assist in the common goal of enhancing job creation and economic development within Christian County; and

WHEREAS the City has provided funding for SMCC’s operations consistently; and

WHEREAS the City desires to provide funding to SMCC so that SMCC may continue its efforts in promoting economic development activity within Christian County; and

WHEREAS the City and SMCC desire to formalize their agreement as set forth herein.

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

- 1. TERM.** This Agreement shall be effective for one year from the day of its final execution by both parties, subject to any amendments made by mutual agreement of the parties.
- 2. SCOPE OF SERVICES.** The City agrees to engage SMCC to perform and undertake the services described on “Exhibit 1,” which is attached hereto and incorporated herein by this reference (hereinafter “Services”). The City authorizes SMCC, and SMCC agrees to proceed with, providing said Services. The City may add to the Services provided that the total cost of such work does not exceed the total cost authorized herein. SMCC shall undertake such changed activities only upon the written direction of the City. All such changes shall be in written form and shall be accepted and countersigned by the Contractor.
- 3. PERSONNEL.** SMCC shall secure such personnel as are necessary to carry out the terms of this Agreement. All Services shall be performed by SMCC or under its direct supervision. All personnel engaged in providing the Services shall be fully qualified and authorized under all applicable federal, state, and local law to perform

such Services. SMCC shall perform all of the Services under this Agreement through staff under the direction of SMCC's designated representative, who shall be responsible for the management, scheduling, planning and coordination of the performance of this Agreement, for communications between SMCC and the City, and for the overall fulfillment of all obligations of SMCC under this Agreement. For purposes of this Agreement, SMCC's designated representative is Andrea Sitzes.

4. CITY'S REPRESENTATIVE. Unless specifically provided to the contrary herein, approvals of City herein may be given by the City Administrator, or their authorized designee, without the need of any further action of the City Council. The City Administrator, or their authorized designee, is the City's authorized representative for purposes of carrying out the terms of this Agreement. Amendments or modifications to the terms of this Agreement shall be approved by the City Council of City.

5. PAYMENT. The City agrees to pay SMCC for satisfactory performance of this Agreement an amount not to exceed \$50,000.00.

6. COST NOT TO EXCEED. The City is limited by law with respect to the amount of funds which may be paid under this Agreement. Therefore, a fixed sum has been established for this Agreement which cannot be exceeded unless this Agreement is amended. The City shall have no obligation to pay more than this established amount.

7. NON-APPROPRIATION. SMCC understands and agrees that the obligation to make payments under this Agreement for the services to be rendered is subject to an appropriation by the City. In the event funds are not appropriated by the City Council of the City for this Agreement or any extension or amendment thereof, the Agreement shall terminate without notice at the end of the fiscal period for which funds are appropriated or when such appropriated funds are exhausted.

8. FURNISHING OF INFORMATION. All information, data, and reports as are existing, available, and reasonably necessary for the carrying out of the Services shall be provided to SMCC without charge. The City shall reasonably cooperate with SMCC in connection with SMCC's performance of this Agreement.

9. RIGHT TO AUDIT.

a. SMCC's books and records: SMCC shall keep accurate reports and other records showing in full detail the costs for which SMCC claims payment for providing the Services. The City may examine, at its own expense, such reports and other records at SMCC's office, and SMCC agrees that it will produce such records whenever requested by the City. Any expense incurred by SMCC to prepare or make available such records shall be borne by SMCC.

b. Subcontractor's Books and Records: SMCC agrees to include the substance of this section in all subcontracts in which the subcontractor shall be

performing any of the duties of this Agreement. Such subcontract shall also give the City the right to audit the books and records of the subcontractor.

10. NONDISCRIMINATION. SMCC agrees that, in the performance of this Agreement, that SMCC shall not discriminate on the grounds of or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of SMCC or applicant for employment and shall include similar provisions in all subcontracts entered into to perform any part of this Agreement.

11. INDEPENDENT CONTRACTOR. SMCC is an independent contractor with respect to its performance of this Agreement. Nothing contained herein shall constitute or designate that SMCC or any of its agents or employees are agents or employees of the City. SMCC and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for employees of the City nor shall they be covered by the Workers' Compensation Program for the City.

12. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

a. In no event shall the City be liable to SMCC for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by SMCC against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence or breach of contract.

b. SMCC shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by SMCC, or any third party arising out of or in any way connected with this Agreement.

c. SMCC assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this Agreement, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

13. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement, the City shall be entitled to recover from SMCC all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation. The obligations of this Paragraph shall survive the termination of this Agreement.

14. JURISDICTION AND VENUE. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Christian County Missouri.

15. NOTICES. All notices required or permitted under this Agreement shall be in writing and provided to the following addresses via US regular mail:

a. To the City at:

Jimmy Liles
P.O. Box 395
Nixa, MO. 65714

b. To SMCC at:

Andrea Sitzes
P.O. Box 1528
Nixa, MO. 65714

16. AFFIDAVIT FOR CONTRACTS OVER \$5,000. If this Agreement is subject or becomes subject to the provisions of sections 285.525 through 285.550 RSMo., then SMCC shall provide an acceptable notarized affidavit stating that SMCC is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with this Agreement, and that SMCC does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, SMCC must provide documentation evidencing current enrollment in a federal work authorization program. SMCC expressly agrees that it is SMCC's obligation to ensure its compliance with this paragraph.

17. TERMINATION. This Agreement may be terminated by either party, without cause, upon 14 days written notice to the other party. This Agreement may be terminated by the City, for breach by SMCC of any of the terms of this Agreement, upon 24-hour written notice. In the event of termination, SMCC shall refund to the City a pro-rated amount of the payment sum established for this Agreement in Paragraph 5. This pro-rated amount shall be based on the time the termination notice is provided to the other party and the remaining term of this Agreement. The City shall calculate the pro-rated refund amount and provide written notice of this amount to SMCC. SMCC shall thereby refund such calculated amount within 14-days of the date of City's notice. The obligations of this Paragraph shall survive the termination of this Agreement.

18. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Missouri.

19. ENTIRE AGREEMENT. This Agreement, including any attachments or exhibits referenced herein, shall constitute the entire agreement of the parties. No modification,

amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

IN WITNESS WHEREOF, the parties have set their hands on the day and year stated herein.

CITY OF NIXA

Jimmy Liles, City Administrator

Date: _____

ATTEST

Cindy Robbins, City Clerk

Date: _____

APPROVED AS TO FORM

Nick Woodman, City Attorney

**CHRISTIAN COUNTY BUSINESS
DEVELOPMENT CORPORATION,
D/B/A SHOW ME CHRISTIAN
COUNTY**

Andrea Sitzes, President & CEO

Date: _____

ATTEST

Signature

Printed name

Title

Date: _____

EXHIBIT A SCOPE OF SERVICES

1. Assess and inventory buildings and sites for prospective commercial and industrial use that can aid in responding to inquiries concerning site selection decisions.
 - a. Update and maintain accurate and timely information on sites and buildings in and around Nixa.
2. Provide liaison services between the City of Nixa and the Missouri Partnership when responding to business attraction and expansion leads. These services should include the compilation of requested information and timely submittal of sites for consideration to the Missouri Partnership system. Sites to be submitted within any tier of the Nixa Urban Service Area (as shown in the most recently adopted Nixa Comprehensive Plan) will be coordinated with the City Administrator and/or their designee.
 - a. These liaison services also include the planning and coordination of site visits on behalf of the City of Nixa in consultation with the City Administrator and/or their designee.
3. Provide the City of Nixa with regular reporting (no less frequently than quarterly) on Business Retention & Expansion insights and findings. These findings should include analysis at a regional scale in addition to more localized insights about businesses located within Nixa City Limits.
 - a. Provide the City of Nixa with access to reports and analysis from data compiled and analyzed using the Synchronist application. This access shall be granted upon request by the City Administrator.
4. Provide frequent and prominent promotion of the Nixa community and Christian County on the SMCC website and other marketing/promotional content.
5. Provide a semi-annual assessment of economic and market conditions relevant to economic development policy at the municipal level.
 - a. Coordinate with the City of Nixa to identify sources of data and analysis helpful toward the pursuit of Nixa's economic development policies.
6. Track and assess state, regional, and county-level legislative and policy activity and provide regular updates to the City Administrator on how this activity affects the economic development goals and objectives of SMCC.
7. Provide expert assistance and advice in evaluating economic development incentive requests, including pro forma analysis of business financial statements and other documents.
8. Provide liaison services to existing and prospective businesses with a demonstrated need for access to financial capital for start-up and expansion prospects.
9. The City of Nixa shall hold a minimum of one (1) board seat on the Board of Directors for SMCC.