

RE: Contract With the Nixa Chamber of Commerce

Background:

The City's contract with the Christian County Business Development Corporation, d/b/a Show Me Christian County ("SMCC") has expired, and a new contract is needed to continue the City's investment with the economic development organization.

Analysis:

The contract that is being presented to Nixa City Council is similar in scope to the old contract, but I would like to point out a few noteworthy changes. Although the investment amount is the same as in the previous contract (\$50,000 annually) there are some additional services that will be provided if the contract is approved. The City of Nixa will be provided with the benefits of the "Champion" member level, which will provide a high level of recognition for the City of Nixa. This will include the City of Nixa being recognized as an investor into SMCC by using the City's logo and linking the City's website to SMCC's website, as well as cross reference and link the City's website for things such as incentive policies, zoning maps, etc. The City of Nixa will also receive up to two full page ads in the SMCC digital resource guide to promote the City of Nixa to business owners and developers looking to expand or relocate. The City of Nixa will also be listed as a partner on SMCC video content. The City of Nixa will also retain one voting representative on the SMCC Board of Directors. The City of Nixa is also guaranteed a seat on a day trip to Jefferson City for legislative advocacy. SMCC will also present to Nixa City Council a minimum of twice annually to provide an update on economic development activities. It is also important to point out that as part of the agreement, SMCC will pay \$5000 to the Springfield Regional Economic Partnership (SREP) and represent Christian County at SREP functions.

As you can see, the contract lays out a number of services that will be provided to ensure that the City's economic development priorities are supported and promoted. The contract that is presented is a 3-year contract that will terminate on January 31, 2027, unless otherwise extended by mutual agreement of both parties.

Recommendation:

The financial support the City of Nixa provides to SMCC has proven to be a beneficial way to continue to support economic development initiatives both for the City and for the region, therefore staff recommends approval of the resolution supported the contract with the Nixa Chamber of Commerce.

MEMO PREPARED BY:

Jimmy Liles | City Administrator

Jliles@nixa.com | 417-725-3785

RESOLUTION NO. 2024-32

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH THE CHRISTIAN COUNTY**
3 **BUSINESS DEVELOPMENT CORPORATION, D/B/A SHOW ME CHRISTIAN**
4 **COUNTY.**

5 _____
6
7 **WHEREAS** the City, the City of Ozark, Missouri, and Christian County, Missouri
8 jointly established the Christian County Business Development Corporation as a Missouri
9 non-profit corporation in 2016; and

10
11 **WHEREAS** the Christian County Business Development Corporation, now doing
12 business as Show Me Christian County, was established to assist in the common goal of
13 enhancing job creation and economic development within Christian County; and

14
15 **WHEREAS** the City has provided funding for SMCC’s operations consistently; and

16
17 **WHEREAS** the City desires to provide funding to SMCC so that SMCC may
18 continue its efforts in promoting economic development activity within Christian County;
19 and

20
21 **WHEREAS** the City Council desires to authorize the City Administrator to execute
22 the document attached hereto as “Resolution Exhibit A”.

23
24 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
25 **NIXA, AS FOLLOWS, THAT:**

26
27 **SECTION 1:** The City Council hereby authorizes the City Administrator, or
28 designee, to enter into a “Contract for Professional Services” with the Christian County
29 Business Development Corporation, d/b/a Show Me Christian County. Said Contract shall
30 be in substantially similar form as the document attached hereto, and incorporated herein
31 by this reference, as “Resolution Exhibit A.”

32
33 **SECTION 2:** The City Administrator and the officers of the City are hereby
34 authorized to do all things necessary or convenient to carry out the terms and intent of
35 this Resolution.

36
37 **SECTION 3:** This Resolution shall be in full force and effect from and after its final
38 passage by the City Council and after its approval by the Mayor, subject to the provisions
39 of section 3.11(g) of the City Charter.

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41
42 **[Remainder of page left intentionally blank. Signatures follow on the next page.]**
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RESOLUTION NO. 2024-32

47 **ADOPTED BY THE COUNCIL THIS 13th DAY OF May 2024.**

48

49

ATTEST:

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51

52 _____
PRESIDING OFFICER

CITY CLERK

53

54 **APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2024.**

55

56

ATTEST:

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58

59 _____
MAYOR

CITY CLERK

60

61 APPROVED AS TO FORM:

62

63

64 _____
CITY ATTORNEY

RESOLUTION EXHIBIT A

EFFECTIVE DATE:	TERMINATION DATE:	CONTRACT NUMBER:
() NEW CONTRACT		() ADDENDUM NO. ___
CITY		SMCC
Name: City of Nixa, Missouri Address: 715 W. Mt. Vernon St., PO Box 395 Nixa, MO 65714 Phone: 417.725.3785 Email: jliles@nixa.com Attn: Jimmy Liles Dept: City Administration		Name: Christian County Business Development Corporation, d/b/a Show Me Christian County Address: Phone: Email: Attn:

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES (“Contract”) is made and entered into upon its execution by the City of Nixa, Missouri (“City”) and the Christian County Business Development Corporation, d/b/a Show Me Christian County (“SMCC”).

WHEREAS the City, the City of Ozark, Missouri, and Christian County, Missouri 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, for the considerations herein expressed, it is mutually agreed by and between the City and SMCC as follows:

1. SERVICES.

1.1. SMCC agrees to perform and undertake the following services (“Services”):

1.1.1. SMCC shall work with the City to establish annual priorities to foster economic development efforts in Christian County. Said priorities shall at least include:

1.1.1.1. Ensure Christian County has the resources to support business retention and expansion by (1) proactively respond to local project leads, inquiries, and expansion opportunities; (2) connect businesses, county government, and municipalities with resources or partners to address concerns and assist with growth (financial tools, grants, studies, etc.); (3) assist with identification and

execution of studies needed for development and long-range planning; and (4) lead business retention and expansion efforts, including industry group discussions, business walk events, surveys, business visits, and data gathering, including large-scale efforts, such as surveys and business walks carried out with local Chambers of Commerce where applicable.

1.1.1.2. Engage in business attraction to Christian County by (1) responding to project inquiries as applicable, including State-level leads from Missouri Partnership and Missouri Department of Economic Development and/or local/regional leads or referrals; (2) proactively engage with partners to identify inventory of available sites and buildings throughout the county; and (3) taking advantage of opportunities to promote Christian County to target industries, site selector professionals, and high-growth employers.

1.1.1.3. Advocate for business-friendly policies and procedures via close relationships with local and state government by (1) conducting regular economic development check-ins with municipalities; (2) engagement and collaboration with regional, state, and federal agencies; (3) emphasize annual legislative priorities informed by SMCC stakeholders; and (4) provide economic data and expertise to elected officials and councils as needed.

1.1.1.4. Promote Christian County as a magnet for talent by marketing our incredible quality of place and collaborating with regional efforts by: (1) taking advantage of opportunities to market to and communicate with industries that would be a good fit for our area, showcasing Christian County's excellent quality of life, talented workforce, and business-friendly infrastructure investment; and (2) engaging with existing and new regional collaborations to market the area for workforce attraction and development investment.

1.1.2. SMCC staff will present twice annually to the City Council of City to provide an update on economic development activities. Council members are welcome and encouraged to attend SMCC bimonthly board meetings and to call upon SMCC for input on specific development issues and proposals.

1.1.3. The City of Nixa will have one voting member on the SMCC Board of Directors, and their representative will be invited to serve on the Executive Committee. In order to maintain continuity of service, municipal representatives will not be elected officials. Elected officials are welcome and encouraged to attend SMCC economic development engagement meetings.

1.1.4. In order to engage in regional economic development collaboration, to utilize data software for economic development purposes and business attraction/retention purposes, and to receive state-level business expansion/relocation leads, SMCC will pay a \$5,000 annual investment toward participation in the Springfield Regional Economic Partnership ("SREP"). SMCC will represent the City of Nixa and all incorporated Christian County municipalities at SREP functions, per SREP's organizational structure.

1.1.5. SMCC will collaborate with the City of Nixa team to establish an Economic Development Strategy that complements the goals of the Comprehensive Plan.

1.1.6. SMCC will recognize the City of Nixa as an investor into SMCC by using the City's logo and linking it to the City's website. Additionally, SMCC will cross reference and link to the City's website for economic development purposes like incentive policies, starting an application, zoning maps, etc.

1.1.7. The City of Nixa will be guaranteed a seat on a day trip to Jefferson City with fellow business and community leaders.

1.1.8. The City of Nixa will have up to two full page ads (front and back) in our digital resource guide (designed by City) to promote the city of Nixa to business owners looking to expand or relocate.

1.1.9. The City of Nixa will be listed as a partner on all SMCC video content (except on ballot measure initiatives or micro-form videos).

1.1.10. SMCC will provide the City of Nixa with an annual industry outlook report.

1.2. The City authorizes SMCC, and SMCC agrees to proceed with providing said Services in accordance with the standard of care, skill, and expertise ordinarily used by other members of SMCC's profession in performing similar services.

1.3. SMCC shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at SMCC's own expense in accordance with this Contract, any applicable City ordinances, and any applicable state or federal laws.

1.4. The City may add to SMCC's services or remove 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 directives and changes shall be in written form and shall be accepted and countersigned by SMCC.

2. PERSONNEL. SMCC shall secure, at SMCC's own expense, all personnel required to perform the Services called for under this Contract. Such personnel shall not be considered employees of the City. All the services required hereunder shall be performed by SMCC or under SMCC's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City.

3. CITY'S REPRESENTATIVE. Unless specifically provided to the contrary herein, approvals of the City may be given by the City Administrator, or their authorized designee, without the need for 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 Contract. Amendments or modifications to the terms of this Contract shall be approved by the City Council of City.

4. PAYMENT.

4.1. Initial payment. For the period of performance beginning on the effective date of this Contract and ending on December 31, 2024, the City shall pay to SMCC **\$50,000.00** for the performance of the Services described herein. Should this Contract be terminated prior to December 31, 2024, SMCC shall refund the City a pro-rated amount of the **\$50,000.00** amount for the remaining number of calendar days left in the period of performance ending December

31, 2024. The City shall calculate the pro-rated amount due and provide a written demand for payment to SMCC. SMCC shall have 30 days to pay such demanded amount.

4.2. Payments in subsequent years. Provided that SMCC performs the Services in the manner set forth herein, beginning January 1, 2025, until the termination of this Contract, the City shall pay SMCC **\$12,500.00** every quarter, which shall constitute full and complete compensation for SMCC's work. No partial payment to SMCC shall operate as approval or acceptance of work done. Such compensation shall be paid in quarterly progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by SMCC which shall include an acknowledgement signed by both the City and SMCC that SMCC has fully performed the work to be paid for in such progress payments in conformance with the Contract.

4.3. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation or reimbursement to be paid to SMCC under this Contract in any given City fiscal year exceed the sum of **\$50,000.00** unless specifically and mutually agreed to in writing by both the City and SMCC.

4.4. Acceptance of payment. The acceptance of any payment under this Contract expressly constitutes a release of the City by SMCC and its subcontractors from any and all claims which were made or could have been made by SMCC and its subcontractors against the City which may arise out of or are related to this Contract.

5. EXCHANGE OF DATA. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to SMCC without charge, and the parties shall reasonably cooperate with each other in every possible way in the carrying out of the Services.

6. TERM AND RENEWALS.

6.1. This Contract shall terminate on **January 31, 2027**.

6.2. The term of this Contract may be extended by mutual agreement of the parties beyond the original term, provided that:

6.2.1. The terms of the extension are in writing;

6.2.2. The extension is executed by SMCC and City; and

6.2.3. City funds are appropriated for such purpose.

7. TERMINATION.

7.1. Termination for breach. Failure of SMCC to fulfill SMCC's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to SMCC. In the event of any litigation arising from breach of this Contract, 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.

7.2. Termination for convenience. Either party shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such an event final payment to SMCC shall be limited to services provided by SMCC as of the effective date of said termination.

7.3. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract or in any City fiscal year where this Contract is active.

7.4. Documents, reports, and data to be provided to City. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by SMCC related to this Contract shall, at the option of the City, become the property of the City, and SMCC shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that SMCC shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of the Contract by SMCC.

8. CITY'S RIGHT TO PROCEED. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and SMCC and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. CONFIDENTIALITY. Any reports, data, or similar information given to, prepared or assembled by SMCC under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by SMCC without prior written approval of the City.

10. CONFLICT OF INTEREST. SMCC certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this contract which would violate any applicable federal regulations or the provisions of RSMo Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

11. ASSIGNMENT. SMCC shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City, provided, however, that claims for money due or to become due to SMCC from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

12. NONDISCRIMINATION. SMCC agrees in the performance of this contract not to discriminate on the ground 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 a similar

provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

12.1. This SMCC and subcontract shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime SMCCs and subcontractors to employ and advance in employment qualified protected veterans.

12.2. This SMCC and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime SMCCs and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. SMCC'S RESPONSIBILITY FOR SUBCONTRACTORS. SMCC shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as SMCC is for the acts and omissions of persons it directly employs. SMCC shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to SMCC by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give SMCC the same power regarding termination of any subcontract as the City may exercise over SMCC under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

14. GENERAL INDEPENDENT CONTRACT CLAUSE. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that SMCC shall be an independent SMCC and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. SMCC shall retain sole and absolute discretion as to the judgment and manner and means of carrying out SMCC's activities and responsibilities hereunder. SMCC agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between SMCC and the City, and the City shall not be liable for any obligation incurred by SMCC, including but not limited to unpaid minimum wages and/or overtime premiums.

15. LIABILITY AND INDEMNITY.

15.1. In no event shall the City be liable to SMCC for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by SMCC under this contract.

15.2. SMCC shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (SMCC hereby assuming full responsibility for relations with

subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to SMCC, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

15.3. SMCC shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

15.4. The indemnification obligations of SMCC hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for SMCC, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

15.5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

16. NOTICES. All notices required or permitted hereinunder may be given by Electronic Mail or by first class mail addressed to City and SMCC at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party. Notice information may be updated by the respective party upon reasonable notice of such change to the other party.

17. RIGHT TO AUDIT.

17.1. 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. The City shall have the right to audit SMCC's records pertaining to the Services for a period of three (3) years after final payment.

17.2. 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.

18. COMPLIANCE WITH LAWS. SMCC agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. SMCC affirmatively states that payment of all local, state, and federal taxes and assessments owed by SMCC is current.

19. CITY BENEFITS. SMCC shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

20. JURISDICTION. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

21. AFFIDAVIT FOR CONTRACTS OVER \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and SMCC is associated with a business entity, SMCC shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, SMCC must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

THE CITY OF NIXA, MISSOURI

SMCC

Jimmy Liles, City Administrator

Date: _____

Printed Name

ATTEST:

Title

Rebekka Coffey, City Clerk

Date: _____

Approved as to form:

Nick Woodman, City Attorney

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance

SMCC VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF CHRISTIAN)

On this _____ day of _____, 2024, before me personally appeared _____, for Christian County Business Development Corporation, d/b/a Show Me Christian County, Inc., known to me to be the person described in and who executed the above agreement and acknowledged to me that they executed the same as their free act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid, the day and year first above written.

Notary Public

My commission expires: _____.