

## **AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES**

**THIS AGREEMENT** is entered into by and between Franklin County, Kansas, hereinafter called "County," the City of Ottawa, Kansas, hereinafter called "City," and the Franklin County Development Council, hereinafter called "FCDC," for the calendar year 2023.

**PURPOSE:** The City and County agree that in the interest of expanding the economic base of both the City of Ottawa and Franklin County, Kansas, they wish to employ the Franklin County Development Council; a third-party entity, to conduct the following economic development activities in their interest:

- a. Coordinate community resources to aid in the retention and expansion of existing industrial and commercial businesses in Franklin County.
- b. Actively recruit new industrial and commercial businesses to Franklin County and the City of Ottawa.
- c. Guide the development of commercial and industrial property within the County and City's jurisdiction.
- d. Serve as an advisor to the County and City for their roles in economic development activity.
- e. Serve as a conduit for relevant economic data to the County, City and FCDC development partners.
- f. Participate, along with other County and City based organizations to promote retail and housing growth in the Franklin County region.
- g. Participate, along with other City and County organizations to conduct internal and external marketing campaigns for Franklin County and the City of Ottawa.
- h. Conduct other community development activities within Franklin County as appropriate.

**ADDITIONAL RESPONSIBILITIES:** The following additional duties are required by the County and City as a mechanism for maintaining a funding relationship with FCDC for economic development services:

- a. Provide reporting and tracking of FCDC's activities consisting of the following:
  - 1.) Provide monthly electronic fiscal and activity reports to the County and City Commissions.
  - 2.) Provide a quarterly verbal report to the County and City Commissions including financial and activity summaries.
- b. Assist the County in the preparation and submittal of the Franklin County Strategic Plan as required.
- c. Conduct an annual planning session which shall include participation by appropriate County and City leadership.
- d. Conduct an annual financial review or audit that shall be submitted to the County and City Commissions. If FCDC does not conduct an annual financial audit in place of a financial review, it shall conduct a financial audit every three years which shall also be submitted to the County and City.
- e. Prepare and submit a detailed annual budget for the following fiscal year to the County and City before May 15<sup>th</sup>, 2023. This budget shall include line-item comparisons for revenues and expenditures for the two preceding fiscal years.

**TERM:** The term of this agreement shall be from January 1, 2023 to December 31, 2023 and may be extended for additional annual terms upon mutual written consent by the parties hereto.

**FUNDING:** The County and City agree to pay \$64,375 per entity, annually, in equal monthly installments for economic and community development services as described above, provided that FCDC agrees that any annual surplus at the end of the fiscal year will be transferred to the reserve account of FCDC. The funds would be available in future years if needed for operational expenses related to economic development projects. Projects may include, but are not limited to: incentive funding, land acquisition or other projects required to meet the economic development goals of the organization.

**TERMINATION OF AGREEMENT AND RIGHT TO REMEDY:** If the City or County desires to terminate this Agreement that entity must first give FCDC 60 day's written notice. This notice shall include the specific reasons why said entity desires to terminate this Agreement. FCDC shall have 30 days from the date it receives this notice to remedy any and all concerns brought forth by the entity desiring termination. If the concerns brought forth are not adequately remedied by FCDC and either the City or County choose to terminate this Agreement, that entity, in addition to

discontinuing the funding called for under this Agreement, shall have the right to be repaid any funds remaining in FCDC accounts, including any reserve contributions, based on a pro-rated portion of those funds paid into the FCDC accounts during the fiscal year only.

**CONFIDENTIALITY:** All parties involved in this agreement understand and agree that information related to economic development activity is of a sensitive nature and should be treated with confidentiality where appropriate. All parties also agree that any confidential information discussed regarding economic development activity shall not be used for any personal or professional profit.

**AMENDMENTS AND ADDENDUMS:** This Agreement may be amended at any time upon mutual written agreement by all parties. The parties may also agree to contract for the provision of additional services such as marketing or grant writing as an addendum to this Agreement. Such additional agreements shall be in writing and appended to this document.

**RELATIONSHIP:** It is understood and agreed that FCDC, its officers, employees, agents and assigns are engaged and retained as independent contractors and not as officers, agents or employees of the City or County and that FCDC has no authority to bind the City or the County.

**INDEMNIFICATION AND HOLD HARMLESS:** FCDC agrees, as an independent contractor, to indemnify and hold harmless the County and City from any and all claims arising out of FCDC's or its agent(s) activities in the performance of this Agreement.

**NOTICE:** When any provision of this agreement requires a written notice, it shall be deemed to have been validly given if delivered in person, sent by facsimile or sent by registered or certified mail, postage prepaid, to the following:

FCDC  
Attn: FCDC President  
PO Box 580  
Ottawa, KS 66067  
(785) 242-1000

City of Ottawa  
Attn: City Manager  
101 S. Hickory  
Ottawa, KS 66067  
(758) 229-3637

Franklin County  
Attn: County Administrator  
315 S. Main St.  
Ottawa, KS 66067  
(785) 229-3485


**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** This Agreement is to be construed and enforced in accordance with the laws of the State of Kansas. The parties shall abide by all federal, state and local laws, ordinances and regulations, including compliance with applicable nondiscrimination provisions.

**NOW, THEREFORE,** the parties to this Agreement bind themselves, their heirs, successors and assigns to the performance of the terms set forth above and affix their signatures below:

City of Ottawa, Kansas

Franklin County, Kansas

Franklin County Development Council



Mayor

\_\_\_\_\_

Chairperson



Chairperson

Date: 1/18/23

Date: \_\_\_\_\_

Date: 1/13/2023

Attest: Melissa Reed

Attest: \_\_\_\_\_

Attest: 