

# Economic Development Agreement

This Agreement is entered into by and between Franklin County, Kansas, hereinafter called "County" and the Franklin County Development Council, hereinafter called "FCDC" for the calendar year of 2026.

**PURPOSE:** The County agrees that in the interest of expanding the economic base of Franklin County, Kansas, they wish to employ FCDC, 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 business and housing development to Franklin County.
- c. Support the development of housing, commercial businesses, and industrial property within the County's jurisdiction.
- d. Serve as an advisor to the County for their role in economic development activity.
- e. Serve as a conduit for relevant economic data to the County, and FCDC development partners.
- f. Conduct other community development activities within Franklin County as appropriate.

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

- a. Provide reporting and tracking of FCDC's activities consistent with the following:
  1. Provide monthly electronic fiscal and activity reports to the Franklin County Board of County Commissioners.
  2. Provide monthly verbal report to the Franklin County Board of County Commissioners.
- b. Assist the County in the preparation and submittal of the Franklin County Strategic Plan as required.
- c. Conduct an annual financial review or audit that shall be submitted to the Franklin County Board of County Commissioners. 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 be submitted to the County.
- d. Prepare and submit a detailed annual budget for the following fiscal year to the County on or before May 1<sup>st</sup> of each calendar year. This budget shall include line-item comparisons for revenue and expenditures for the two preceding fiscal years.

**OTHER DUTIES AS ASSIGNED BY COUNTY:** The FCDC Executive Director will perform other duties as assigned by the Franklin County Administrator.

**RESPONSIBILITIES OF THE COUNTY:** In order for FCDC to align closely with the County on economic development efforts, an open and consistent line of communication with FCDC is necessary.

Accordingly, the following duties are required by FCDC:

- a. County provide current year and long-term economic objectives to FCDC.
- b. County communicate and include FCDC in any marketing efforts related to economic development.

- c. County communicate in a timely manner any issues related to providing services (utilities and roads) to existing industry and commercial businesses to allow FCDC to assist in sharing important and timely information to our economic partners.
- d. County provide a timely response to requests from FCDC for information required to complete an RFI for potential new industry or business to our community.

**TERM:** The term of this Agreement shall be from January 1, 2026 to December 31, 2026 and may be extended for additional annual terms upon mutual written consent by the parties hereto.

**FUNDING:** The County agrees to pay \$67,593 annually, in equal monthly installments, for economic and community development services as described above.

**TERMINATION OF AGREEMENT AND RIGHT TO REMEDY:** If the County desires to terminate this Agreement, the County must first give FCDC 60 days written notice. This notice shall include the specific reasons why the County 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 County desiring termination.

**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 County and that FCDC has no authority to bind the County.

**INDEMNIFICATION AND HOLD HARMLESS:** FCDC agrees, as an independent contractor, to indemnify and hold harmless the County 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, by email, or sent by registered or certified mail, postage prepaid to the following:

FCDC	Franklin County
Attn: President	Attn: County Administrator
PO Box 580	1428 S Main
Ottawa, KS 66067	Ottawa, KS 66067
785-229-3496	785-229-3493

**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:

Franklin County, KS

FCDC

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Chairperson

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

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