RESOLUTION NO. R-12-65

A RESOLUTION AUTHORIZING THE EXECUTION OF THE FY 2012 MEMBERSHIP AND ECONOMIC DEVELOPMENT SERVICE AGREEMENT BETWEEN THE CITY OF COFFEYVILLE AND MONTGOMERY COUNTY ACTION COUNCIL (MCAC).

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute the FY 2012 Membership and Economic Development Service Agreement between the City of Coffeyville and Montgomery County Action Council (MCAC), and pay the total sum of up to $15,680.00 in quarterly payments of $3,920.00 each for membership and services to be performed by MCAC.

ADOPTED THIS 10TH DAY OF JULY 2012.

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David George, Mayor

ATTEST:

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Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Paul Kritz, City Attorney

FY 2012 MCAC MEMBERSHIP AND SERVICES AGREEMENT

THIS AGREEMENT made and entered into effective the 1st day of January, 2012, by and between the City of Coffeyville, a municipal corporation organized under the laws of the State of Kansas, 7th and Walnut, Coffeyville, Kansas 67337 (the "City") and the Montgomery County Action Council, Inc., a Kansas non-profit corporation, P.O. Box 588, Independence, KS 67301 ("MCAC").

WHEREAS, MCAC is a county-wide, cooperative, economic/community development organization; and

WHEREAS, the City has appropriated funds for the FY 2012 MCAC Membership and Services Agreement; and

WHEREAS, the City and MCAC desire to enter into a membership and professional services agreement wherein the City shall be provided an opportunity to be involved in MCAC activities and MCAC shall provide potential professional economic and community development services to the City as requested by the City on an as needed basis.

IT IS NOW, THEREFORE, mutually agreed as follows:

(1) MCAC agrees:

- To provide the City through its Governing Body, City Manager or their designees an opportunity to be involved in all MCAC activities and efforts that are countywide or multi-community in nature; and

- To provide economic and community development assistance to the City.

(2) Throughout MCAC's endeavors to render the services outlined herein, MCAC shall not obligate the City of Coffeyville financially or otherwise without the express written consent of the City.

(3) The City agrees to pay to MCAC the total sum of up to $15,680.00 in quarterly payments of $3,920.00 each for membership and services to be performed by MCAC; provided, however that the City or MCAC may terminate this agreement at anytime by providing the other party a minimum of thirty (30) days written notice of their intent to terminate this agreement. If this agreement is so terminated, the balance owed to MCAC shall be based on a pro rata share of the term of the agreement that had expired prior to the termination.

(4) The term of this agreement shall commence on the 1st of January 2012, and shall end on the 31st day of December 2012. Any extension or renewal of this agreement shall be subject to the appropriation and authorization to expend additional funds.

(5) When MCAC generates a business prospect lead through MCAC marketing efforts or is notified of a business prospect lead by a state or regional organization, MCAC will:

- Inform the contact or their representative of the countywide nature of the organization and present all county and community information fairly and objectively;

- Promptly inform the cities, county, and MCAC Executive Committee via fax, email or other written communication about the contact and provide, to the degree available for release, the following types of information regarding the prospect: (a) the name of the company, (b) the type of business, (c) estimated project costs, (d) jobs to be created, (e) size of building/site needed, and (f) any other relevant information;

- Prior to a general orientation of the prospect or tour of a specific site in the City, notify the City, unless the prospect has restricted the release of such information; and

- At the point that a prospect has narrowed its search to the City, collaborate with the City regarding the project.

(6) When the City generates a business prospect through its marketing efforts or is the only city notified directly of a business prospect lead by a state or regional organization, MCAC shall render assistance to the City as requested; provided, however, that information about the prospect shall not be released to any other community, the MCAC Board of Directors or its MCAC members, the news media, or any other entity or individual without the written consent of the City. Further, MCAC is not expected to share leads generated through marketing efforts of other cities until it is clear such prospect is not going to locate in that other city.

(7) MCAC shall inform the City of any activities or contacts involving any local business or industry or the corporate headquarters of any corporation with local facilities, unless specifically directed not to do so by the business or industry. Whenever possible MCAC shall contact the City and invite them to participate in said activities or contacts.

(8) MCAC hereby acknowledges its relationship to the City is in the nature of an independent contractor. All persons working for and under MCAC pursuant to this agreement shall be employees of MCAC and shall not be considered as employees of the City. In this connection, should any liability arise under the Workers' Compensation Act of the State of Kansas due to injury of an employee of MCAC, the same shall be the sole responsibility of MCAC. It is further agreed that MCAC shall indemnify and hold the City harmless of and from any liability created by acts of MCAC pursuant to this agreement.

(9) MCAC agrees to provide the city with its complete and comprehensive budget for the period outlined within this agreement.

(10) MCAC agrees to provide a periodic (not less than quarterly) activity and financial report to the City for review.

Dated this 10th day of July, 2012.

THE CITY OF COFFEYVILLE, KANSAS

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David George, Mayor

ATTEST:

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Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY

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Paul Kritz, City Attorney

MONTGOMERY COUNTY ACTION COUNCIL, INC., A NON-PROFIT CORPORATION

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Ron McVey, President

ATTEST:

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Dickie Rolls, Vice President