

Sponsors: Vince Ratchford

AN ORDINANCE AUTHORIZING A COMMON AGREEMENT BETWEEN GOVERNMENTAL PARTNERS AND THE ST. CHARLES COUNTY ECONOMIC DEVELOPMENT COMMISSION ("SCCEDC"), TO BE ENTERED BY THE CITY OF ST. CHARLES AND THE SCCEDC AND EFFECTIVE UPON ITS EXECUTION THROUGH DECEMBER 31, 2026 AND THEREAFTER AUTOMATICALLY RENEWED FOR TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. A Common Agreement Between Governmental Partners and the St. Charles County Economic Development Commission ("SCCEDC"), to be entered by the City of St. Charles and the SCCEDC, is approved. Subject to annual appropriation, the City's contribution to the SCCEDC shall not exceed \$38,500 in year 2024, \$39,655 in year 2025, \$40,844 in year 2026, and thereafter automatic renewals of said agreement for two (2) successive one (1) year periods. The Common Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1.

SECTION 2. The Mayor is authorized to execute the Agreement and perform all acts necessary to carry out the intent of the ordinance.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

April 9, 2024
Date Passed

Vince Ratchford
Vince Ratchford, Presiding Officer

4-10-24
Date Approved by Mayor

Daniel J. Borgmeyer
Daniel J. Borgmeyer, Mayor

Approved as to Legal Form:

Attest:

Michael P. Cullen 3/28/24
Michael P. Cullen, City Attorney Date

Kimberly Hudson
Kimberly Hudson, City Clerk



Bill No. 13813

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

	<u>4-10-24</u>
Director of Finance	Date

**Common Agreement Between Governmental Partners and
The St. Charles County Economic Development Council**

THIS COMMON AGREEMENT BETWEEN GOVERNMENTAL PARTNERS AND THE ST. CHARLES COUNTY ECONOMIC DEVELOPMENT COUNCIL ("Agreement") is entered into and is effective as of the date of the last signature hereto (the "Effective Date") by and between the City of St Charles, Missouri (hereinafter, "Local Government") and the St. Charles County Economic Development Council, a Missouri nonprofit corporation (hereinafter, "EDC").

Whereas, the EDC serves as a one-stop shop for business development, small and mid-sized business financing, incubation facilities and services, entrepreneurial training and education, counseling and other technical assistance to businesses, and county-wide economic development marketing; and

Whereas, the EDC serves as the countywide economic development organization for business attraction, retention, and expansion in St. Charles County, working in cooperation with the city and county economic development departments, the Missouri Job Center of St. Charles County, chambers of commerce and other regional and statewide partners on significant development and redevelopment projects; and

Whereas, the EDC serves as the clearinghouse and implementer of business financing such as the SBA 504 Loan and Industrial Revenue Bond (IRB) programs on behalf of the Industrial Development Authority of St. Charles County, and provides counseling and other technical assistance to small and mid-sized businesses which result in the creation and retention of private sector jobs in St. Charles County; and

Whereas, the EDC works with all local governments in St. Charles County to provide county-wide marketing to promote St. Charles County as the premier location for business growth;

NOW, THEREFORE, Local Government and the EDC agree as follows:

Section 1. Services

1. The EDC shall provide the services listed below including, but not limited to:
 - a. Actively working to promote business attraction and expansion, including generating new business leads and providing professional project management;
 - i. Developing relationships with business leadership in targeted industry sectors with potential for relocation to, or expansion in, St. Charles County whether through industry trade shows or business visits;
 - ii. Providing timely and professional request for information (RFI) responses to regional or state partners or business representatives, in accordance with protocols agreed to between the EDC and all participating local governments;
 - iii. Actively engaging in and representing the EDC and its members in regional and state economic development organizations and committees;

- b. Providing for programming to support small and mid-sized business financing, incubation facilities and services, entrepreneurial training and education, counseling, and other technical assistance to businesses;
 - c. Promoting and marketing the benefits of St. Charles County as a premier location for quality businesses; and
 - d. Convening regular meetings of all economic development professionals in St. Charles County.
2. In all efforts set forth in Paragraph 1 above, the EDC shall work in cooperation with city and county economic development staff and other regional and statewide partners, to achieve new business investment and the creation, expansion, and retention of private sector jobs in the community.

Section 2. Reporting

1. At minimum, the EDC shall regularly review and update the Business Attraction and Strategic Plan. The EDC shall annually establish, and provide to the Local Government (in accordance with the notice provisions of Section 3.2 below), an action plan setting forth steps the EDC will take in the coming year to support the outcomes identified in the strategic plan and which shall set forth metrics the EDC will utilize to measure its success. Such metrics shall include but not be limited to, leads generated and businesses serviced by jurisdiction.
2. The EDC shall provide no less than quarterly documentation and an annual presentation to the Local Government indicating the extent and results of the services provided and performance against the annual metrics identified in an annual action plan.

Section 3. Compensation

1. The Local Government shall pay the EDC \$38,500.00 (thirty-eight thousand five hundred dollars) in 2024, \$39,655.00 (thirty-nine thousand six hundred fifty-five) in 2025, and \$40,844.00 (forty thousand eight hundred forty-five) in 2026, at the times hereinafter provided, as compensation for the services provided by this Agreement.
2. The EDC shall invoice the Local Government for services rendered pursuant to this Agreement and the Local Government shall pay the EDC the amount of compensation, as set forth in Section 3.1 herein, within thirty (30) days of receipt of said invoice, for each calendar year period during the term of this Agreement, as set forth in Section 4.1 of this Agreement. The amount of compensation to be paid by the Local Government to the EDC shall not be pro-rated for any calendar year during the Initial Term or any Renewal Term.

Section 4. Term, Renewals

1. The term of this Agreement shall be for a period of one (1) year commencing on the 1st day of January, 2024, and extending through and including the 31st day of December 2026 (the "Initial Term"), and shall thereafter be automatically renewed for two (2) successive one (1) year periods (each a "Renewal Term") upon the terms and conditions set forth herein, unless prior written notice

that this Agreement shall not be renewed shall have been given by either party hereto to the other not less than ninety days (90) days prior to the expiration of the Initial Term or the first Renewal Term, as the case may be, or unless sooner terminated as herein provided.

2. Anything to the contrary contained in this Agreement notwithstanding, the obligation of the Local Government for the payment of money shall be subject to and dependent upon annual appropriation being made by it for such purpose. If the governing body of the Local Government should not appropriate or otherwise make available funds sufficient to fulfill the Local Government's obligations under this Agreement, the Local Government may unilaterally terminate this Agreement, without financial penalty, provided the Local Government gives written notice of termination of this Agreement to the EDC not less than ninety (90) days prior to the expiration of the Initial Term or the first Renewal, as the case may be.

Section 5. Miscellaneous Provisions

1. Governing Law, Jurisdiction and Venue. Interpretation of this Agreement shall be governed by the laws of the State of Missouri. The parties agree that in any action to enforce the terms of this Agreement, the courts of the State of Missouri will have exclusive jurisdiction and venue is to be limited to the Eleventh Judicial Circuit Court in St. Charles County, Missouri. The parties waive any claim that such forum or jurisdiction is inconvenient or otherwise inappropriate for resolution of any dispute.
2. Notices. Any notice provided for or permitted pursuant to the terms of this Agreement shall be served by hand delivery or email to:

- a. EDC:

St Charles County Economic Development Council
Scott J. Drachnik, Registered Agent
5988 Mid Rivers Mall Dr
St. Charles, MO 63304
Email: sdrachnik@edcsc.com

- a. Local Government

Dan Borgmeyer, Mayor
City of St Charles
200 North Second Street
St Charles MO 63301
Email: dan.borgmeyer@stcharlescitymo.gov

with a copy to:

City of St. Charles
Larry Dobrosky, Director of Administration
200 North Second Street
St. Charles, MO 63301
Email: lawrence.dobrosky@stcharlescitymo.gov

3. Amendment. This Agreement may be amended only by a written document that expressly refers to this Agreement, is approved by the governing body of the Local Government by ordinance pursuant to § 70.230 RSMo, and is signed by the parties.
4. Assignability. Neither party shall assign, transfer, or delegate any interest in this Agreement without the prior written consent of the other.
5. Severability. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.
6. This Agreement shall be effective as of the date signed by all parties.

[Remainder of page left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

Executed by the Local Government this 10th day of April, 2024.

Executed by EDC this ____ day of _____, 20__.

Jurisdiction, MISSOURI

ST. CHARLES COUNTY ECONOMIC
DEVELOPMENT COUNCIL

By: [Signature]
Print Name:

By: [Signature]
Scott J. Drachnik, President & CEO

Title:

ATTEST: [Signature]
City Clerk



RCA FORM (OFFICE USE ONLY)

Bill # 13813

MEETING/DATE: 4/2/2024

Regular Special Work Session

ATTACHMENT: YES NO

Report Resolution Ordinance

Request for Council Action

Ward(s): All

Sponsor(s): Vince Ratchford

Description:

AN ORDINANCE AUTHORIZING AN AMENDED COMMON AGREEMENT BETWEEN THE CITY OF ST. CHARLES, MISSOURI AND THE ST. CHARLES COUNTY ECONOMIC DEVELOPMENT COMMISSION EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2026, PRIOR EFFECTIVE FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023.

Contract Extension/Renewal: Yes No

Information Paper Attached: Yes No

Staff Recommendation: Approve Disapprove

Board/Committee/Commission Recommendation: Approve Disapprove

Summary:

This agreement authorizes a \$38,500 annual contribution to the EDC subject to annual appropriations.

The EDC is a collaboration of St. Charles County and the municipalities focused on fostering economic development and growth. St. Charles and the EDC have enjoyed a successful partnership for over 25 years.

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

Fiscal Impact: \$ 38,500.00 ✓ **Requisition #** TBD

Account #: 001-100-101-769-021

Project #: _____

RCA prepared by: M.Kling Dept. Dir. *MK* Finance Dir. *11/8 for JO* Dir. of Admin. *J*