

AGREEMENT FOR THE USE OF CITY GENERAL FUNDS

THIS AGREEMENT FOR THE USE OF CITY GENERAL FUNDS is made this ___ day of _____, 20___, by and between the City of Lawrence, Kansas, a municipal corporation, and the Chamber of Commerce of Lawrence, Kansas, a Kansas not for profit corporation.

RECITALS

- A. At its August 14, 2018, regular meeting, the Governing Body of the City of Lawrence, Kansas ("City"), a municipal corporation, approved the recommendation of the City Manager and authorized the City Manager to enter into an agreement with the Chamber of Commerce of Lawrence, Kansas ("Grantee"), a Kansas not for profit corporation, whereby Grantee would receive a grant from the General Fund in the amount of \$220,000.00.
- B. The application for funds, as approved and amended by the Governing Body, states that the grant will be used to fund the Douglas County Economic Development Program and the University of Kansas Small Business Development Center ("the Project"). The Project proposes to achieve the outcomes outlined in the economic development strategic plan, attached to this agreement as Exhibit A and incorporated herein by reference. The City reserves the right to direct revision of the scope of work at the City's discretion.
- C. This Agreement memorializes the terms and conditions of the grant and grants to Grantee the sum of \$220,000.00 from the General Fund for completion of a portion of the Project, subject to Grantee's execution of this Agreement and compliance with its terms.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

TERMS

SECTION 1. Grant of Funds. In consideration of its completion of its portion of the project, the City hereby grants to Grantee the sum of **TWO HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS** (\$220,000.00).

SECTION 2. Grantee's Covenants. As consideration for the receipt of the grant of funds, Grantee agrees and covenants that it will expend said funds in accordance with:

- (a) All applicable federal, state, and local laws; and

- (b) The recommendation of the City Manager, as approved by the Governing Body, which provides that said funds will be used to complete the Grantee's Project outcomes.

SECTION 3. Creation of Economic Development Fund.

- (a) The Grantee shall create a separate fund or account known as the Economic Development Fund ("Fund") and The Chamber shall deposit all funds granted to under Section 1, *infra*, into the Fund. The Grantee shall budget and account for funds as follows:
 - (i) A Cash carryover and all reserves shall be budgeted.
 - (ii) The budget of the Fund shall be balanced, meaning that total anticipated revenues must equal total expenditures.
 - (iii) In order to build a minimum cash balance in the Fund, a cash reserve expense line item shall be budgeted. That line item shall remain an unappropriated expense line item.
 - (iv) Grantee may comingle the funds provided by the City in its general checking account, provided that the Fund is treated as a separate line item. At no time may the cash balance of the Fund be in a deficit position, regardless of the amount of cash in the checking account.

SECTION 4. Coordination and Roles and Responsibilities between the City and Grantee.

- (a) Responsibilities of Grantee:
 - (i) Meet obligations outlined in this agreement.
 - (ii) Take the lead in responding to requests for information.
 - (iii) Maintain website and marketing materials.
 - (iv) Provide accountability and results through reports.
 - (v) Draft and finalize economic development strategic plans as requested by either party. Such plans are reviewed annually.
 - (vi) Coordinate with economic development partners, including the City, Douglas County, and other agencies, as needed.

- (b) Responsibilities of the City:
 - (i) Assistance with responses to requests for information about sites, workforce, etc.
 - (ii) Produce analytical reports related to incentive requests.
 - (iii) Take the lead in handling incentive requests from businesses.

SECTION 5. Disbursement of Funds.

- (a) The Grantee shall, in writing, request the disbursement of funds on Grantee's official letterhead.
- (b) Unless otherwise agreed to in writing, requests shall be submitted no more than twice a year.
 - (i) A request for fifty percent (50%) of the Grantee's total allocation shall be submitted on or after March 1, 2019.
 - (ii) A request for the remaining fifty percent (50%) of the Grantee's total allocation shall be submitted on or after September 1, 2019.
- (c) The first one-half (or 50%) of the Grantee's total allocation shall be disbursed to Grantee no earlier than April 1, 2019, and the second one-half (or 50%) of the Grantee's total allocation shall be disbursed to Grantee no earlier than October 1, 2019.
- (d) In accordance with the Kansas Cash-Basis Law of 1933, codified as amended at K.S.A. 10-1101 *et seq.*, the City retains the right to unilaterally adjust the amount of the disbursement if the Governing Body determines that insufficient public funds exist to fully fund Grantee at level set forth in this agreement.

SECTION 6. Reporting Requirements.

- (a) The Grantee shall deliver a final report to the Governing Body at the completion of the Project, which shall outline what was accomplished with the outlay of City funds. **The final report shall be due February 15, 2020.**

- (b) The Grantee's President shall review and monitor the status of the Fund's revenues and expenditures monthly. The Grantee's President shall produce and provide to the City upon request a financial statement which includes actual year-to-date expenditures and revenues.
- (c) The Grantee agrees to comply with K.S.A. 45-240, which requires not-for-profit entities receiving public funds to document and make available the receipt and expenditures of such funds.

SECTION 7. Retention and Access to Records.

- (a) The Grantee will give the City or any other authorized representatives of the City access to and the right to examine all records related to the expenditure of City funds.
- (b) The Grantee shall keep financial records and all other records pertaining to the Project being funded for a minimum of three (3) years.
- (c) The City may, at its sole option, conduct an audit related to this funding agreement.
- (d) The Grantee shall, upon the City's request, make its records, employees, and property available to the City, promptly.

SECTION 8. Withholding of Payment. The City shall retain the authority to withhold any and all payments to the Grantee if, in the sole judgement of the City, the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.

SECTION 9. Term. This Agreement will terminate upon Grantee's delivery of the final report or upon the joint agreement of the parties, whichever occurs earlier.

SECTION 10. Compliance with Equal Opportunity Laws, Regulations, and Rules.

- (a) Grantee agrees that it shall comply with all provisions of the Kansas Acts Against Discrimination of 1953 ("KAAD"), codified as amended at K.S.A. 44-1001 *et seq.*, and the Kansas Age Discrimination in Employment Act of 1983 ("KADEA"), codified as amended at K.S.A. 44-1111 *et seq.* and shall not discriminate against any person, in the course of performing under this Agreement, because of that person's race, sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, disability, or gender identity.

- (b) In all solicitations or advertisements for employees, Grantee shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC").
- (c) In any subcontract, grantee agrees to include the language of this Section applicable to any subcontractor hereunder.
- (d) Grantee also agrees to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.
- (e) If Grantee is found guilty or liable for any violation of the KAAD, the KADEA, the ADA, or Chapter 10 of the City Code by the KHRC or any investigating body, then Grantee shall be deemed to have breached the present Agreement.

SECTION 11. Indemnification. Grantee agrees to defend, indemnify, and otherwise hold harmless the City, its commissioners, officers, employees, and agents from any and all claims, actions, damages, costs, liabilities, settlements, judgments, expenses, or lawsuits, including attorneys' fees, but only to the extent that such are caused by Grantee's breach of this Agreement or by Grantee's negligence in performing the Project.

SECTION 12. Entire Agreement.

- (a) This Agreement represents the entire and integrated agreement between the City and Grantee and supersedes all prior negotiations, representations, or agreements between the parties, whether written or oral. This Agreement may be amended only by a written instrument signed by both the City and the Grantee.
- (b) No oral orders, objections, claims, or notices by any party to the other shall affect or modify any of the terms or obligations set forth in this Agreement; and none of its provisions shall be deemed waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver, modification, or amendment made in writing and signed by both parties.

SECTION 13. Assignment. This Agreement is non-assignable by the Grantee or by the City.

SECTION 14. Authorizations. Each person executing this Agreement in behalf of the City and Grantee hereby represents and warrants that he or she has the authority to bind his or her respective party hereto and that all acts requisite to confer authorization to enter into this Agreement have been taken and completed.

SECTION 15. Independent Contractor. In no event, while performing under this Agreement, shall Grantee, its officers or principal, its employees, its agents, its subcontractors, or its vendors be deemed to be acting as an employee or as employees of the City; rather, Grantee, its officers or principal, its employees, its agents, its subcontractors, and its vendors shall be deemed to be an independent contractor or independent contractors. Nothing expressed herein or implied herein shall be construed as creating between Grantee and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

SECTION 16. Captions. The Captions of this Agreement are for convenience only and are not meant by the parties to define, limit, or enlarge the scope of this Agreement or its terms.

SECTION 17. Recitals. The recitals set forth at the beginning of this Agreement are adopted and incorporated herein by reference as if set forth in full and shall be effective as if repeated *verbatim*.

SECTION 18. Governing Law. This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

SECTION 19. Severability. In the event that any provision of this Agreement shall be held invalid and unenforceable, the remaining portions of this contract shall remain valid and binding upon the parties.

[SIGNATURE PAGES FOLLOW]

GRANTEE:
Lawrence Chamber of Commerce,
Inc., a Kansas not for profit
corporation

Signature: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) ss:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this ____ day of _____, 20____, before me the undersigned, a notary public in and for the County and State aforesaid, came _____, as _____ of Lawrence Chamber of Commerce, Inc., a Kansas not for profit corporation, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

An aerial photograph of a town, likely Lawrence, Kansas, viewed from an elevated position. The town is surrounded by lush green trees and features several buildings, including a prominent white building with a steeple. The sky is a vibrant blue, filled with a large, intricate, and textured cloud formation that resembles a giant's foot or a large-scale weather pattern. The clouds are white and puffy, with some darker shadows, creating a dramatic and visually striking scene.

EDDC

LAWRENCE-DOUGLAS COUNTY

Economic Development Strategic Plan
2017-2018



LAWRENCE-DOUGLAS COUNTY

2017 - 2018 Strategic Plan

*This plan focuses on the first two years of Growing Forward, our five-year strategic plan.
To see the full plan, visit edclawrence.com/growingforward.*

1 BUSINESS RETENTION & EXPANSION

Strategy #1: Develop programs for businesses to interact and create opportunities for growth.

Action Steps:

- Leverage Network Kansas partnership to implement programs for small business growth:
 - Ice House Entrepreneurship Program
 - Growing Rural Business Program
 - Economic Gardening Program
 - Destination Business Bootcamp
 - Metropolitan Entrepreneurial Community Revolving Loan Fund
- Reform East Hills Business Park Consortium Board of Trustees with local representation
- Reestablish Manufacturers Council and similar roundtable groups

Strategy #2: Develop relationships to better assist existing businesses with their future needs.

Action Steps:

- Conduct regular visits and tours of existing facilities
- Regularly poll local industry leaders on current and future challenges, as well as potential growth opportunities
- Familiarize industry leaders with the suite of support services available through The Chamber and EDC, as well as local and state resources (incentives, import/export assistance, etc.)

Strategy #3: Serve as the BRE liaison between government, business, and education.

Action Steps:

- Acquire customer relationship management (CRM) software to house and aggregate relevant community data
- Create a baseline data set of critical economic development metrics by which to measure growth
- Utilize business analysis software to assess industry health and identify trends, challenges, and potential growth sectors within our region
- Conduct monthly facility tours of major community employers in conjunction with City, County, and educational officials and elected leaders

Key Measurements:

- Number of company visits per year
- Number of jobs and businesses retained
- Number of companies who receive assistance
- Impact of Network Kansas E-Community Programs
 - Number and value of revolving loans issued
 - Number of jobs and investment created through loan participants
 - Number of businesses participating in board certified programs
- New job growth and capital investment stemming from expansion projects
- Number of ribbon cuttings held for existing businesses



LAWRENCE-DOUGLAS COUNTY

2017 - 2018 Strategic Plan

2 WORKFORCE DEVELOPMENT

Strategy #1: Implement systems and staffing to ensure the long-term viability of Peaslee Tech.

Action Steps:

- Create a \$1.5 million funding partnership to reduce debt and further renovate and expand technical training facilities and programming at Peaslee Tech
- Fund a contract grant writer for Peaslee Tech to pursue state, federal, and foundation funds available for workforce development initiatives
- Hire a program manager for Peaslee Tech to work with industry leaders and develop custom training, connect with community colleges to develop credit programming, and meet with community stakeholders to create non-credit programming
- Consistently communicate the customized training capabilities of Peaslee Tech to existing employers and prospective business relocation clients

Strategy #2: Develop workforce training programming that fulfills the stated needs of local employers and creates a competitive edge in business recruitment opportunities.

Action Steps:

- Collaborate with community partners in the ongoing renovation of Peaslee Tech to create spaces for expanded programming and enhanced customized training abilities
- Maintain a presence of the Kansas Local Area Workforce Development Board of Directors and the Peaslee Tech Board of Directors to ensure that workforce training interests are aligned with the Lawrence and Douglas County business community
- Through BRE efforts, assess the workforce needs of existing employers to develop relevant workforce training programs at Peaslee Tech

Key Measurements:

- Customized training programs offered at Peaslee Tech
- Enrollment numbers at Peaslee Tech
- Number of graduates from Peaslee Tech
- Number of attendees for customized training courses

3 BUSINESS RECRUITMENT AND MARKETING

Strategy #1: Develop and implement an in-depth strategic economic development marketing plan.

Action Steps:

- Provide accurate, up to date, and comprehensive research on demographics, regional data, and other information typically requested by site selectors
- Utilize business analytics software, BRE data, and strategic partner resources to assess regional strengths, weaknesses, opportunities, and threats
- Enhance the understanding of the EDC initiatives and services within the business community and among the citizens of the areas it serves
- Direct marketing toward the recruitment of businesses operating within targeted industries
- Develop and/or update marketing materials promoting the area and our assets both nationally and internationally

Strategy #2: Leverage established relationships with existing employers, and community and regional partners (BTBC, KUIC, KCADC, KDOC, KUSBDC, etc.) to identify potential business recruitment opportunities.

Action Steps:

- Convene City, County, Chamber, EDC, and University officials monthly to discuss pertinent efforts and potential economic development projects
- Work closely with BTBC partners on tech and bioscience-related recruitment and expansion efforts
- Maintain consistent visibility and involvement with strategic partner organizations and industry-related events (Kansas Research Nexus, KC Animal Health Corridor, KCADC, Network Kansas, KDOC, etc.)
- Reestablish communication and engagement with other community economic development partners in Baldwin, Eudora, and Lecompton

Strategy #3: Capitalize on the assets and resources of the University of Kansas and other educational institutions.

Action Steps:

- Maintain an active and vocal presence on the Bioscience & Technology Business Center and KU Center for Research boards of directors
- Work with the KU Alumni Association to design and distribute a targeted survey to KU alumni assessing the key deciding factors in business relocation decisions
- Maintain a sponsored presence at KU Alumni Association events held in strategic out-of-state markets throughout the year
- Identify targeted industry overlap with key research and educational programming at KU

Key Measurements:

- New job growth and capital investment stemming from attraction projects
- Identification of target industries
- Increase in tax revenue resulting from attraction projects
- Number of ribbon cuttings held for new businesses

4 ENTREPRENEURSHIP AND STARTUPS

Strategy #1: Support existing entities, organizations, and programs that foster an entrepreneurial ecosystem within Lawrence and Douglas County.

Action Steps:

- Promote and support collaborations between industry and local universities for innovation
- Provided financial and administrative support to the KU Small Business Development Center to ensure assistance with product development, business plan creation, and marketing strategy implementation
- Provide business research support to the local library
- Work with youth education partners to encourage business and entrepreneurial programming
- Maintain consistent presence within local entrepreneurial development circles (1 Million Cups, BTBC Tech Tuesdays, KU tech community, etc.)
- Explore out-of-market tech-related marketing opportunities via event attendance and/or sponsorships (South by Southwest, LaunchKC, KCADC events, etc.)
- Support a network of business mentors for entrepreneurs

Strategy #2: Accelerate local enterprises through the implementation of a range of resources, education, and funding support.

Action Steps:

- Leverage Network Kansas partnership to implement programs for small business growth:
 - Ice House Entrepreneurship Program
 - Growing Rural Business Program
 - Economic Gardening Program
 - Destination Business Bootcamp
 - Metropolitan Entrepreneurial Community Revolving Loan Fund
- Develop relationships with existing venture capital resources through which to connect local entrepreneurs
- Survey entrepreneur-led and startup businesses to gain knowledge about their market, employment, workforce needs, and growth potential

Key Measurements:

- New job growth and capital investment resulting from entrepreneurial ventures
- Number of entrepreneur-led companies started
- Impact of Network Kansas E-Community Programs
 - Number and value of revolving loans issued
 - Number of jobs and investment created through loan participants
 - Number of businesses participating in board certified programs

2017 - 2018 Strategic Plan

5 SITE AND INFRASTRUCTURE CAPACITY**Strategy #1: Partner with the City of Lawrence and Douglas County to encourage development of additional site and building inventory.**

Action Steps:

- Explore public infrastructure funding opportunities
- Work with City leadership to develop a streamlined permitting and incentive process to spur private investment in Lawrence VenturePark and East Hills

Strategy #2: Develop a long-term site and building inventory plan.

Action Steps:

- Explore site certification programs for existing industrial sites
- Complete an industrial site assessment and continue future site planning
- Maintain an up-to-date database of existing sites and buildings located throughout Douglas County and ensure its accessibility to developers, site selectors, and existing business leaders

Strategy #3: Enhance existing infrastructure at Lawrence VenturePark.

Action Steps:

- Conduct an in-depth cost analysis of existing rail retrofit and new rail construction
- Evaluate structural stability and renovation costs of existing 120,000 square foot warehouse
- Commission conceptual renderings of transload facility (parking, loading docks, street infrastructure)
- Pursue local and state funding opportunities to offset development costs
- Conduct national outreach to preferred transload operators to seek private facility investment, development, and operation

Key Measurements:

- Availability of shovel ready sites (number of sites, acreage)
- Availability of industrial buildings (number of buildings, square footage)
- Status of development plans