

# ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT

This Agreement made and entered into this **1<sup>st</sup> day of February 2012** by and between the City of Kirksville, MO, hereinafter referred to as "City, and the Missouri Rural Enterprise and Innovation Center incorporated dba MREIC, a Missouri not-for-profit corporation, hereinafter referred to as "MREIC".

In consideration of the terms contained herein, the parties hereto agree as follows:

1. The term of the Agreement shall be for a period of one (1) year commencing the 1<sup>st</sup> day of February 2012 and will automatically renew on the anniversary date of this Agreement, unless one of the parties gives notice not less than ninety (90) days in advance of the anniversary date of this Agreement of the intent of the party to not renew this Agreement.
2. The City agrees to provide office space located at 315 South Franklin Street to MREIC which shall serve as a shared location with Kirksville Regional Economic Development, Inc. (K-REDI), and the Kirksville Downtown Improvement Committee (KDIC).
3. The City agrees to provide building maintenance, janitorial services, snow removal and all utilities, excluding telephone. The City has a contract for IT services which will be provided to MREIC, so long as the cost of services remains within the monthly service hours paid for by the City, any IT services requested of MREIC in excess of this monthly contract will be the responsibility of MREIC.
4. MREIC shall be responsible for providing all necessary office equipment, furnishings and supplies for MREIC's operation.
5. The City agrees to provide one-quarter the cost to Truman State University for the salary and benefits of one support employee who will provide administrative assistance and support to the Executive Director of MREIC and the Director of Job Creation for K-REDI. The cost of which will be reimbursed to Truman State University in the time and manner requested by Truman State University.
6. The City agrees to enter into an agreement with K-REDI that will require K-REDI's financial participation of one-quarter the cost of salary and benefits for at least a one year period for the before mentioned administrative assistant.
7. The MREIC Executive Director shall be responsible for the supervision of the administrative assistant, but shall allow input from the Director of Job Creation regarding the selection and subsequent performance of this employee.

8. The City has budgeted and appropriated the necessary funds to make all of the City's payments required hereunder for the remainder of the fiscal year in which this Agreement is executed; and the City intends to make all of the payments required hereunder so long as funds are appropriated in each fiscal year by its governing body. The City reasonably believes that moneys in an amount sufficient to make all payments required hereunder can and will lawfully be appropriated and made available therefore. All payments required hereunder shall be payable out of the general funds of the City or out of other funds legally available therefore. If the City's governing body fails to appropriate sufficient funds in any fiscal year for payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then the City shall give MREIC immediate notice of said event, and this Agreement shall immediately terminate without penalty or expense to the City, provided that the City shall pay such amounts hereunder for which funds shall have been appropriated or are otherwise available.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first written above.

CITY OF KIRKSVILLE, MO

MISSOURI RURAL ENTERPRISE AND  
INNOVATION CENTER dba MREIC

By: \_\_\_\_\_

By: \_\_\_\_\_

Mari E. Macomber  
City Manager

Robert Behnen  
President