

CITY OF TOPEKA CONTRACT NO. 30984

GRANT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of March, 2001, by and between the Growth Organization of Topeka/Shawnee County, hereinafter called the "GO Topeka" and the City of Topeka, Kansas, a duly organized municipal corporation, hereinafter called the "City."

WHEREAS, as published in the Topeka Metro News on April 9, 1999, the City of Topeka and Shawnee County passed Resolution number 99-64 which articulated an economic development vision of growth including the addition of 14,000 people and the addition of 14,000 new jobs in Topeka/Shawnee County by year end 2005, hereafter called "Vision"; and

WHEREAS, GO Topeka desires to receive from the City Two Hundred Thousand Dollars (\$200,000) from the economic development fund to be utilized during a funding period to commence January 1, 2001, and to continue until December 31, 2001, for the purpose of providing economic development services; and

WHEREAS, said City is desirous of granting Two Hundred Thousand Dollars (\$200,000) of economic development funds to said GO Topeka for the purposes hereinafter described in more detail.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The City agrees to grant Two Hundred Thousand Dollars (\$200,000) from its economic development fund to GO Topeka for the purpose of providing economic development services including staffing, research, marketing, recruitment and retention, site development, funding, workforce training and expansion, entrepreneurial assistance and other activities necessary and proper in

order to accomplish the City/County "Vision" collectively hereinafter referred to as "Performance Services and Measures." Said Services are more fully described in Attachment "A", and incorporated into this Agreement as if fully set forth herein. Further, GO Topeka agrees to provide these "services" by December 31, 2001. This agreement shall commence on January 1, 2001, and continue until December 31, 2001.

2. The parties agree that the City shall retain all funds granted by the City from economic development funds. The City will establish a special project to be known by the same name as that of GO Topeka and to be used for the above-designated project. Said funds shall be used, if at all, during the project period commencing January 1, 2001, and continuing until December 31, 2001.
3. The City agrees to appoint a coordinator hereinafter referred to as "Coordinator" who shall be the Director of the Topeka/Shawnee County Metropolitan Planning Department, who shall be responsible to report as often as he/she deems necessary an evaluation of the projects funded by said Grant.
4. GO Topeka agrees to appoint a project director, hereinafter to be known as "Director," who shall be responsible to the City for the expenditures of all funds from the Grant.
5. GO Topeka agrees that all requests for reimbursement to the City will be made five times a year (5 times) according to the following schedule: Month end of February, April, June, August, November. GO Topeka agrees to submit updated status reports, as well as financial statements along with each reimbursement

request. Request for payment along with status report and financial statements shall be made to the Topeka Shawnee County Planning Department.

6. The parties mutually agree that no expenditures shall be made from Grant funds except as specified in the budget submitted by GO Topeka attached hereto as Attachment "B", and incorporated into this Agreement as if fully set forth herein.
7. The parties agree that the City of Topeka shall have absolute and unqualified authority to terminate said Grant at any time during the duration of this Agreement for any violation of the terms of this Agreement, or if, through any cause, GO Topeka shall fail to fulfill in timely and proper manner the obligations of GO Topeka under this Agreement. If GO Topeka violates any of the covenants, agreements or stipulations of this Agreement, said Agreement shall be cancelled and all unexpended funds shall be returned to the economic development fund accounts.
8. GO Topeka represents that it has, or will secure, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - a. All of the services required hereunder will be performed by GO Topeka or under its supervision; all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.
 - b. None of the work or services covered by this Agreement shall be subcontracted without the written permission of the Coordinator.

9. The City may require changes in the scope of services of GO Topeka to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between the City and GO Topeka or which may be required by the City hereunder, shall be incorporated by written amendments to this Agreement.
10. In carrying out the terms and provisions of this Agreement, GO Topeka will not unlawfully discriminate against any employee, applicant for employment, recipient of service or applicant to receive services because of race, color, religion, sex, age, disability, ancestry or national origin. GO Topeka shall take affirmative action to ensure that applicants for employment, employees, applicants for service, and recipients of service are treated equally and fairly without regard to their race, color, religion, sex, age, disability, ancestry or national origin. GO Topeka shall, in all solicitations or advertisements for employees or of services, placed by or on behalf of GO Topeka, state that all qualified applicants shall receive consideration for employment or services, without regard to race, color, religion, sex, age, disability, ancestry or national origin. GO Topeka shall also state in any such advertisements that the City through economic development funds furnishes funds for the services in whole or in part.
11. No officer or employee of the City, member of the Governing Body of the City, or other public official of the City who exercises any functions or responsibilities in the review or approval of the undertaking of the terms of this Agreement shall participate in any decision relating to this Agreement which affects his/her

- personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
12. GO Topeka shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation; provided, however, that claims for money due or to become due to GO Topeka under this Agreement may be assigned to a bank, trust company or other financial institution upon written consent of the City thereto.
 13. GO Topeka covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. GO Topeka further covenants that in the performance of this agreement no person having such interest shall be employed.
 14. No City Council member shall receive monetary benefit either directly or indirectly from the funding provided to GO Topeka pursuant to this Contract.
 15. GO Topeka agrees to hold harmless and indemnify the City of Topeka and any of its agents or employees from any and all liability for claims or causes of action of any person, firm, corporation, or entity for damages of any type whatsoever that might be sustained by virtue of any activities carried out by GO Topeka.
 16. GO Topeka shall establish and maintain the records with respect to all matters covered in this Agreement in accordance with the City policies or requirements, and specifically in accordance with the following provisions:
 - a. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other

official documents evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, vouchers, orders and other accounting documents shall be clearly identified and readily accessible.

b. Information and Reports. GO Topeka shall, at such time and in such form as the City may require, furnish to the City such statements, records, reports, data and information as may be requested pertaining to matters covered by this contract.

c. Audits and Inspections. GO Topeka shall at any time during normal business hours make available to the City or its designated representative all of its records with respect to all matters covered by this Agreement. Further, such audits shall not be limited in number or scope.

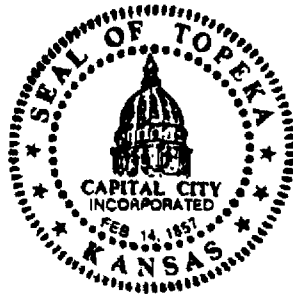
d. Availability of Records. Financial and project records, necessary supporting data, and programmatic reports as requested by the Coordinator or his agent shall be available for a period of at least two (2) years after completion of this contract. GO Topeka shall guarantee to cover and be responsible for any deficiencies in services performed or funds expended from funds granted under this Agreement.

17. The City may reduce the amount of this grant if during the term of this agreement budget restrictions or reductions are placed upon the economic development fund due to unforeseen circumstances. These circumstances include, but are not limited to, unforeseen shortfalls in collections of property tax revenues, sales tax revenues or other revenues by the City of Topeka. The

reduction, if any, to be borne as part of this contract will be in the same proportion as applied to the economic development fund as a whole.

18. The Coordinator shall be notified of all meetings of the GO Topeka Board of Directors and provided an advance agenda and copies of the official minutes of said meetings.
19. This Grant Agreement may be amended by mutual, written agreement of the parties only.
20. The parties agree that the effective date of this Grant Agreement shall be January 1, 2001.

IN WITNESS WHEREOF, the City and GO Topeka have executed this Agreement.



CITY OF TOPEKA

Joan Wagnon

Joan Wagnon, Mayor

ATTEST:

Iris E. Walker

Iris E. Walker, City Clerk

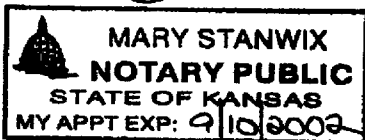
GROWTH ORGANIZATION
Of TOPEKA/SHAWNEE
COUNTY

Dean Ferrell

Dean Ferrell
Chairman

Attest

Mary Stanwix



Contract With City

APPROVED AS TO FORM AND LEGALITY	
APPROVED AS TO FORM AND LEGALITY	
DATE _____	BY _____
	MAR 14 2001

**B. B. C.
CITY ATTORNEY'S OFFICE**

2001
Economic Development Contract
with
GO Topeka/Greater Topeka Chamber of Commerce

Performance Services and Measures

#	Performance Services	Performance Measures	Completion Date	Performance During
1	<p>Funding: Continue pledge drive efforts from corporate and individual contributions to provide financial resources until additional funding sources such as the sales tax can be accomplished.</p> <p>Maintain operating budget at or near \$400,000. Funds to be used for operating expenses of Go Topeka to include salaries and benefits, office expenses, travel and marketing, as well as other operational expenses.</p>	<ul style="list-style-type: none"> • Identify sources and obtain commitment for private funding until long-term funding can be accomplished. • Sources to include City of Topeka, Shawnee County, MTAA, and private contributions. 	<p>Ongoing</p> <p>Ongoing</p>	
2	<p>Staffing: Hire President for Greater Topeka Chamber of Commerce. This individual will possess strong leadership skills, as well as a strong background in economic development</p>	<ul style="list-style-type: none"> • Designate a search committee to screen candidates. • Hire a consulting firm to assist in identifying candidates. • Interview and selection of candidate. 	<p>January 2001</p> <p>Feb. 2001</p> <p>1st Qtr., 2nd Qtr. 2001</p>	
3	<p>Retention & Expansion. Maintain regular contact with existing businesses to insure retention and provide assistance for growth and expansion.</p>	<ul style="list-style-type: none"> • Develop a program wherein visitations are made on a minimum of 100 small businesses and 25 of Shawnee County's largest employers. Contact serves as a means to identify any early warning signs as to businesses at risk, or identify businesses that are thinking about expanding or relocating. 	<p>60 calls to be completed by June 31, 2001. Balance of calls to be completed by November 30, 2001. Results reported bi-monthly.</p>	

GO Topeka

2001 Administrative and Operating Budget

Income		City Reimbursement
City of Topeka	\$ 200,000	
Shawnee County	75,000	
MTAA	6,000	
GO Topeka Marketing Fund	<u>27,000</u>	
Total Income	\$308,000	
 Salary Expense		
Salaries	\$ 181,623	
Payroll Taxes	12,908	
Continuation Ins.	578	
Blue Cross Blue Shield	15,635	
Life Insurance	1,170	
401K	<u>12,775</u>	
Total Personnel Expense	\$ 224,689*	<u>\$166,500</u>
 Other Operating Expense		
Utilities	\$ 1,650	
Telephone	7,670*	\$ 2,500
Office Maintenance	300	
Machine Rental & Maint.	3,863	1,000
Insurance & Taxes	3,292	
Depreciation Expense	1,200	
Rent	15,448	4,000
Acct. & Data Processing	8,700	3,000
Car & Travel	16,972*	3,500
Subscriptions	1,325	
Postage	5,000	2,000
Supplies	3,500	
Printing & Printing Supplies	4,000	500
Professional Assn., Dues & Meeting Expense	4,605	
Prospect Packets & Services	4,500	500
Prospect Trips/Entertainment	10,400	6,000
Professional Services	2,500	
Advertising/Marketing	28,025	10,500
Legal Services	1,000	
Other Expenses	<u>6,341</u>	
Total Other Operating Expense	\$130,291	<u>\$200,000</u>
 Total Personnel & Other Operating Expenses	 <u>\$354,980</u>	
Operating Excess (Deficit)	(\$46,980)	
Cash Available December 31, 2000	\$46,980	
Budgeted Cash Balance Dec. 31, 2001	<u>0</u>	

*Includes expenses associated for one additional staff person for six months. The breakout is as follows:

Salary	\$40,000
Benefits	8,213
Operating Expenses	<u>4,500</u>
	\$52,713

#	Performance Services	Performance Measures	Completion Date	Performance During
4	New business recruitment.	<ul style="list-style-type: none"> • Take action to retain or expand as necessary. • Continue special recognition of small business accomplishments at award presentation. 	Immediately as needed. October 2001	
		<ul style="list-style-type: none"> • Identify a firm to undertake the process of identifying targeted industries and opportunities for local expansion in Topeka/Shawnee County. • Respond to qualified prospect leads from inquiries from Kansas Department of Commerce & Housing, outside consultants, brokers, telephone and mail inquiries. • Maintain contact with national site consulting firms informing them of development, as well as availability of local and state incentives. • The Kansas Department of Commerce & Housing (KDOCH) has identified five national trade shows for new business recruitment in 2001. The trade shows range from distribution, general manufacturing, telecommunications, aviation and food processing. GO Topeka will participate with KDOCH in a minimum of two national trade shows. • Encourage development at public and private business and industrial parks. 	June 2001 Ongoing Three times per year. Feb, March, Sept.	
			Ongoing	

#	Performance Services	Performance Measures	Completion Date	Performance During
5	<p>Marketing.</p> <p>Design a web page for marketing Topeka/Shawnee County.</p> <p>Design and development of promotional materials.</p>	<ul style="list-style-type: none"> • Meet regularly with local professional groups, as well as other economic development entities to share ongoing activities. • Update web page to include data on workforce, incentives, lifestyle issues, etc. • Maintain complete listing of available industrial buildings and sites. Information is then made available on the state's website to inquiring companies and individuals. • Design and/or update the following: <ul style="list-style-type: none"> • Manufacturer's Directory • Marketing & Lifestyle Brochure • General demographic data • Small Business Resource Directory 	<p>Ongoing</p> <p>March 2001</p> <p>Update monthly</p> <p>Nov. 2001</p>	
6	<p>Workforce Development.</p>	<ul style="list-style-type: none"> • GO Topeka Workforce Committee meets on an on-going basis with educators and training agencies to train and expand workforce for 21st Century companies currently in Topeka/Shawnee County and new prospects • Complete survey for identifying the number of unfilled skilled jobs in Topeka/Shawnee County. • Create marketing campaign to fill unfilled jobs. • Complete survey to identify the skill gap in Topeka/Shawnee County and make recommended changes for education and training. 	<p>Monthly or as scheduled</p> <p>March 2001</p> <p>June 2001</p> <p>July 2001</p>	

	Performance Services	Performance Measures	Completion Date	Performance During
7	Potential Site Development	<ul style="list-style-type: none"> Identify potential industrial sites within Shawnee County that have the greatest potential for development. Analysis to include highway network, topography, utility availability, marketability, etc. 	Ongoing	
8	Entrepreneurial Development.	<ul style="list-style-type: none"> Work closely with the Kansas Small Business Development Center, local CDC service provider, and Topeka/Shawnee County Economic Development Corporation (504) to insure their activities and services are delivered proactively and completely. Investigate establishment of a micro loan program to assist small business. 	Ongoing	
9	Industrial Revenue Bonds and Economic Development Exemptions	<ul style="list-style-type: none"> Process all IRB's and EDX's for the City of Topeka. The process also entails processing all the renewal applications each year. 	1 st Qtr. 2001	