

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of May, 2025, by and between the SOUTHEAST MISSOURI REGIONAL ECONOMIC DEVELOPMENT, INC. a/k/a Semo REDI, a corporation organized and existing under the laws of the State of Missouri ("Semo REDI"), and the CITY OF CAPE GIRARDEAU, MISSOURI, a home-rule city organized and existing under the laws of the State of Missouri ("City" and collectively the "Parties").

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SERVICES

1. The Parties recognize and agree Semo REDI provides business recruitment and economic development advocacy for the City. Semo REDI shall be very familiar with the City of Cape Girardeau Comprehensive Plan, "Cape Vision 2040", which was adopted July 8, 2020.
2. Semo REDI shall use Cape Vision 2040 as a guide in its work for the City and shall help the City achieve its strategic goals related to economic development, specifically:
 - business recruitment and retail support within the City
 - maintaining an inventory of available commercial real estate, with special attention to infill and second generation (redevelopment) properties within the City
 - provide resources and economic advisement for redevelopment projects in the Downtown area, historic districts, and commercial corridors within the City
 - workforce development, recruitment, and training, in conjunction with secondary and post-secondary public and private school systems in Cape Girardeau, as well as the local healthcare industry
 - identifying potential enhancements and additions to the existing City entrepreneurial ecosystem, in conjunction with the City's Community Development Department and other development organizations.
3. Semo REDI shall position itself as a central contact for the collection, classification, and distribution of information for Requests for Information (RFIs) including from, but not limited to, the Missouri Partnership, developers, brokers, and small business entrepreneurs, and respond appropriately in a timely manner regarding opportunities within the City. Semo REDI shall submit to the City a written report of RFIs received and responded to by Semo REDI no later than June 30 and December 31 of each year.
4. Semo REDI shall be very familiar with development/redevelopment tools and incentives that are available to support economic development within the City, and shall assist in facilitating communication between the City and interested parties.

REPORTS

5. Ongoing Reporting: SEMO REDI shall provide ongoing project and activity updates to the City and be available to meet with representatives of the City as needed. Ongoing reporting may include, but are not limited to, monthly written CEO reports of organizational activity and one-on-one meetings about any active projects that require City engagement.

6. Annual Report – Annually, Semo REDI shall submit to the City a report consisting of: its recruitment and retention activities, net new businesses and jobs in the City. Additionally, Semo REDI will present a summary its activities to the City Council at a Regular City Council Meeting.

CITY REPRESENTATION

7. The City shall have the right to select two (2) members of Semo REDI's board of directors, and who shall serve staggered terms to be determined in accordance with the bylaws of Semo REDI.

TERM

8. This Agreement shall commence on May 8, 2025, and shall expire December 31, 2025.

PAYMENT

9. The City shall pay to Semo REDI the sum of Sixty-Eight Thousand Dollars (\$68,000) per year. Each year, during the term of this Agreement, payments shall be made to Semo REDI in four equal quarterly installments payable the 1st of March, June, September and December of each year, provided the reports required herein this Agreement and invoices for payment have been submitted in a timely manner and that Semo REDI has satisfied the requirements of this Agreement as determined by the City. The City's receipt of the reports required in this Agreement shall be a condition precedent to any payments due under this Agreement.

TERMINATION

10. Either party may terminate this Agreement at any time without cause. The termination shall be effective by providing written notice to the other party at least sixty (60) days prior to said termination date. Such right of termination shall be in addition to any other remedies the City may have at law or in equity.

NON-AGENCY

11. Nothing herein contained is intended or shall be construed as an agency agreement. Semo REDI's only relationship with the City is to provide the services set out herein and has no authority to bind the City, and shall not represent itself to have authority to act on behalf of the City in any manner except as provided herein. The Parties agree that Semo REDI is an independent contractor, and shall not be considered agents or employees of the City.

LIABILITY INSURANCE

12. Semo REDI, at its sole expense, agrees to maintain at all times during the term of this Agreement, comprehensive liability insurance. The policy for such insurance shall be placed with financially sound and reputable insurers licensed to transact business in the State of Missouri. Said policy shall name the City as an additional insured. The comprehensive liability insurance required herein shall have coverages of not less than the current absolute statutory

waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2025 is equal to \$3,448,710 for all claims arising out of a single accident or occurrence and \$517,306 for any one person in a single accident or occurrence.) Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri. Semo REDI agrees to provide immediate written notice to the City when a cancellation, termination, expiration or modification of the comprehensive liability policy occurs.

INDEMNIFICATION

13. Semo REDI covenants and agrees to indemnify, defend and hold harmless the City and its elected officials, officers, agents, servants, employees and independent contractors against any and all claims, demands, damage, suits, judgments, loss or liability of any kind or nature, costs and expenses, including attorneys' fees and witness costs, which may be asserted by any person or persons, including agents or employees of Semo REDI, related to any action taken or resulting from this Agreement, or as a result of anything claimed to be done or omitted to be done relating to this Agreement. If a party brings a suit or claim against the City, Semo REDI shall defend such suit or claim with legal counsel selected by the City and shall pay the costs and attorneys' fees of such counsel. All costs and expenses incurred by the City in the assistance in the defense of the litigation, claim or action and in discussion and consideration of any settlement, or in actions required to be taken as a result of the litigation, claim or action such as response to discovery and attendance at depositions, including attorneys' fees, shall be paid by Semo REDI. This indemnification shall survive after termination of this Agreement.

IN NO EVENT SHALL THE LANGUAGE OF THIS AGREEMENT CONSTITUTE OR BE CONSTRUED AS A WAIVER OR LIMITATION OF THE CITY'S RIGHTS OR DEFENSES WITH REGARD TO APPLICABLE SOVEREIGN, GOVERNMENTAL, OR IMMUNITIES AND PROTECTIONS AS PROVIDED BY FEDERAL OR STATE CONSTITUTION OR LAW.

WAIVER OF PERFORMANCE

14. The failure of the City to insist in any instance or in more than one instance upon strict performance by Semo REDI of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Agreement shall not be considered as a waiver or relinquishment thereof for the future. No waiver by the City of any provision, term, covenant, reservation, condition or stipulation contained in this Agreement shall be deemed to have been made in any instance unless expressed in the form of a resolution by the City Council.

SEVERABILITY

15. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provision that it cannot be presumed that the Parties hereto would have agreed to the valid provisions of this Agreement, or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the Parties.

FEDERAL WORK AUTHORIZATION PROGRAM

16. Semo REDI must comply with and satisfy the requirements of Section 285.530.2 of the Revised Statutes of Missouri, which requires (a) any business entity receiving a contract in excess of \$5,000 to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity, and (b) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien. Semo REDI shall provide such affidavit and documentation to the City upon execution of this Agreement and annually on or before November 15 of each year during the term of this Agreement.

NOTICES

17. Any notice, demand or other communication required by this Agreement to be given by a Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by overnight delivery service, United States first-class mail, postage prepaid, or delivered personally, and addressed as follows:

(a) To the City:

City of Cape Girardeau
44 N. Lorimier Street
Cape Girardeau, Missouri 63701
Attention: City Manager

with a copies to:

City of Cape Girardeau
44 N. Lorimier Street
Cape Girardeau, Missouri 63701
Attention: City Attorney

(b) To Semo REDI:

Semo REDI
220 North Fountain Street
Cape Girardeau, MO 63701

[The signature page follows.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year first above written.

SOUTHEAST MISSOURI REGIONAL ECONOMIC DEVELOPMENT, INC., A/K/A "SEMO REDI"



Shad Burner, Chief Executive Officer

CITY OF CAPE GIRARDEAU

Stacy Kinder, Mayor

ATTEST:

Traci Weissmueller, Deputy City Clerk