ORDINANCE NO. _____

CONTRACT

CITY OF KANSAS CITY, MISSOURI AND ECONOMIC DEVELOPMENT CORPORATION

May 1, 2025 to April 30, 2026

THIS CONTRACT ("Contract") is made and entered into as of this ___ day of _____ 2025, by and between **The City of Kansas City, Missouri,** a constitutionally chartered municipal corporation of the State of Missouri (the **"City")** through its City Manager or his designee, and the **Economic Development Corporation of Kansas City, Missouri,** a Missouri not-for- profit corporation, (the **"EDC"** and together with the City, collectively, the **"Parties").**

Recitals:

A. The EDC is a Missouri not-for-profit corporation that drives economic development in Kansas City, Missouri by serving as the connection between the national and international business and development community and local government resources and programs;

B. On behalf of the City, the EDC engages in comprehensive business retention and attraction efforts, proactive development and redevelopment efforts, and inclusive entrepreneurial support designed to attract businesses and jobs to Kansas City, to retain its existing business and employment base, and to enhance economic productivity of real property within the City;

C. The Mayor and City Council desire that the EDC provide economic development services, as well as administrative and staff support, and coordination of the activities of the City's economic development and redevelopment agencies including: the Land Clearance For Redevelopment Authority **("LCRA"),** the Tax Increment Financing Commissions, including the Kansas City TIF commissions and the Administrative TIF Commission **("TIF Commission"),** the Enhanced Enterprise Zone Boards **("EEZ"),** the Industrial Development Authority **("IDA"),** and the Kansas City Chapter 353 Advisory Board **("353 Board"),** as well as providing support for the Planned Industrial Expansion Authority **("PIEA")** and the EDC Loan Corporation **("Loan Corporation"),** while serving as primary staff and coordinator for Chapter 100 activities, (the foregoing agencies, including the EDC, are hereinafter collectively referred to as the **"Economic Development Agencies")** or any other economic development projects requiring administration through the City's economic development strategy, and coordination of activities with Port KC; and

D. The City and EDC acknowledge that each of the Economic Development Agencies are part of the City's overall economic development efforts and contemplate that the EDC will enter into agreements with each of the Economic Development Agencies specifying the level of support and services to be provided by the EDC in accordance with this Contract; and

E. The City and EDC contemplate that the parties may enter into future similar agreements for similar scopes of work after the term of this Contract ends. Prior to entering any such future agreements, the parties expect to establish key performance indicators, performance outcome measures, and a line-item budget which the City may support to a level based on previous performance measures.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

1. **Agreement with EDC.** Subject to the provisions of Sections 5 and 6 herein, the City agrees to furnish a portion of the funds required for operation of the EDC as generally set forth in **Exhibit A, "Budget",** and the EDC hereby agrees to engage in the economic development and development activities described in this Contract for the benefit of the City. The City and the EDC agree to the performance indicators set forth in **Exhibit B** attached hereto and made a part of this Contract.

2. **Services to be Performed by EDC.** Working in cooperation with and pursuant to the City's direction, and in alignment with adopted City policies and ordinances, including the City's Economic Development & Incentive Policy, the EDC agrees to carry out its primary responsibility as the lead agency for economic development in Kansas City, Missouri, and prioritize resources provided by the City to perform the following services:

A. **Business Development**

1. Cooperate with the City to develop a comprehensive strategic plan for targeted business sector development and a vision for the long-term business environment in Kansas City.
2. Collaborate in efforts to market Kansas City at regional, national, and international levels.
3. Work with the City and other organizations to promote workforce development and job growth opportunities.
4. Lead efforts to recruit new business and investment in targeted business sectors.
5. Drive efforts to stimulate growth of existing businesses.
6. Manage a channel for feedback from existing businesses to monitor challenges facing the business community.

B. **Land Development**

1. Cooperate with the City to develop a comprehensive strategic plan for targeted development and redevelopment and a vision for the long-term real estate market in Kansas City.
2. Serve as the lead agency to coordinate, evaluate, and recommend incentives for, as appropriate, all development and redevelopment activities by serving as the key intake agency for all such development and redevelopment projects on behalf of the City, as well as the Economic Development Agencies, PortKC, and KCATA. These activities will be conducted in accordance with current and future economic development and incentive policies that may be adopted from time-to-time by the City.

3. Manage a channel for feedback on incentive programs and development experience in Kansas City.
4. Stimulate development within disadvantaged and opportunity areas.
5. Provide consultation and expertise to private sector and non-profit developers and provide recommendations regarding the most appropriate programs and development tools to support development and redevelopment efforts.

C. **Entrepreneurial Support**

1. Leverage and support the comprehensive strategic plan for targeted business sector development and a vision for the long-term business environment in Kansas City.
2. Develop and support programs such as LaunchKC with partner agencies to stimulate entrepreneurship for small business and early-stage business growth.
3. Serve as a conduit for small and early-stage business connection to local, state, and federal incentive programs; venture capital institutions; local entrepreneur networks; and other local service providers.
4. Work through the EDC Loan Corporation to administer programs supporting access to capital initiatives including partnerships with KC BizCare and the Small Business Task Force.
5. Manage a channel for feedback on entrepreneurial experience and local investment in Kansas City based business.

D. **Support for LCRA, EEZ Board, 353 Board, and IDA**

1. Except as provided elsewhere in this agreement with respect to the TIF Commission, EDC shall provide support for the LCRA, EEZ Board, and 353 Board, and IDA ("Section D Agencies") in a manner consistent with the terms of the agreements entered into or to be entered into between the EDC and each of the Section D Agencies. EDC shall provide the City with complete copies of any agreements and amendments thereto between the EDC and each of the Section D Agencies within 30 days after execution. In the case of the 353 Board, City Code § 74-1 – § 74-10 shall take the place of any agreement with the 353 Board.
2. EDC shall work cooperatively with the Section D Agencies to ensure compliance with the City's policies and economic development goals and, to the extent possible, harmonize any such policies between the various Section D Agencies.
3. EDC shall prepare the ordinances, resolutions, docket memos, fiscal notes, and presentations necessary for the approval and amendments of plans, projects, and areas at the City Council level, in accordance with City ordinances and regulations. EDC shall ensure that statutory notice is provided for hearings related to plans, projects, and areas at the council level for all Section D Agency Projects. EDC shall, subject to specific direction from the City Manager, keep the City Manager's office informed of upcoming Section D Agency projects that will require City or Council approval, and serve as the contact point and subject matter expert for information on Section D Agency Projects.
4. Provide technical support where needed and work cooperatively with the Economic Development Agencies and, as appropriate, the City, other jurisdictions, and agencies such as the Missouri Department of Economic Development, to further the City's economic development mission, strategy, and policies, and to ensure

alignment and synergy between the City and these agencies.

5. Assist the Section D Agencies by administering and tracking agreements entered into by a Section D Agency, as directed.

E. **Support for the TIF Commissions**

1. EDC Staffing. Within budgetary constraints, the EDC will maintain a fully qualified staff to support the activities of the TIF Commissions, which includes the Kansas City TIF Commissions and the Administrative TIF Commission. Such staff shall be employed in accordance with the EDC's Affirmative Action Program and Personnel Policies and Procedures as adopted by the EDC's Board from time to time. The EDC, to the extent possible, shall assign staff to meet the needs of the TIF Commissions.
2. TIF Commission Staffing. The EDC shall employ an Executive Director for the TIF Commission, subject to the advice and counsel of the TIF Commissions. The Executive Director, although employed by the EDC, will be assigned to support the TIF Commissions, and the TIF Commissions, on an annual basis, shall participate in evaluating the work and/or service of the Executive Director. Any decisions regarding the retention and discharge of the Executive Director will be made by the EDC in consultation with the Administrative TIF Commission. The EDC shall also employ other staff for the TIF Commissions; however, any decisions regarding the retention and discharge of such staff for the TIF Commissions, shall be within the sole discretion of the EDC. All personnel employed by the EDC, shall be responsible to and work at the direction of the President/CEO of the EDC; provided, however, the Executive Director shall be responsive to the concerns and needs of the TIF Commissions, and the Executive Director, after consultation with the Administrative TIF Commission, may be discharged by the EDC in its sole discretion. Should the TIF Commissions have any concerns regarding the Executive Director's performance, the TIF Commissions may request a meeting with the President/CEO of the EDC to discuss such concerns and request that the President/CEO take appropriate responsive action in accordance with the EDC's personnel policies. All personnel hired by the EDC shall be employees of the EDC and shall directly report to the EDC's President/CEO (or their designated supervisors as directed by the EDC) in furtherance of the obligations and responsibilities of the EDC.
3. Services to be Provided by EDC Staff Members. The EDC staff members provided to the TIF Commissions shall perform all staff functions necessary to enable the TIF Commissions to properly carry out the obligations and responsibilities imposed on it by its enabling statute and applicable City ordinances, including, but not limited to, the obligations of the TIF Commissions that are set forth in City Code of Ordinances Chapter 74, and the obligation to prepare all reporting required under Section 99.865 RSMo. Furthermore, the EDC staff members shall work cooperatively with any third-party contractor retained by the City to provide accounting and financial reporting services to the TIF Commissions.
4. Office Space and Equipment. The EDC will provide office space and equipment to enable the EDC staff to carry out the EDC's obligations to the TIF Commissions, including but not limited to providing telephones, fax machines, computers,

computer software and other office equipment. Furthermore, these obligations of the EDC shall extend to any third-party contractor retained by the City to provide accounting and financial reporting services to the TIF Commissions. In addition, the EDC will provide adequate conference room space and equipment to the governing body of the TIF Commissions to enable it to carry out its obligations under its enabling statute.

5. Services provided by the EDC to the TIF Commissions are being funded by City, in part, through utilization of the administrative fee received by the City from amounts deposited to the Special Allocation Fund established and held by the City in conjunction with tax increment financing under the Real Property Tax Increment Allocation Redevelopment Act. The EDC and City jointly agree that the TIF Commissions are to be provided no less services than have historically been provided to the TIF Commission by the EDC, except with regards to those accounting and financial reporting services which are being provided by the City effective May 1, 2016, pursuant to that certain Financial Accounting and Limited Partial Assignment and Assumption Agreement Between the City of Kansas City, Missouri and the Tax Increment Financing Commission of Kansas City, Missouri, dated May 1, 2016, as amended June 9, 2021 and incorporated herein by reference.
6. EDC shall prepare the ordinances, resolutions, docket memos, fiscal notes, and presentations necessary for the approval and amendment of plans, projects, and areas at the City Council level, in accordance with City ordinances and regulations. EDC shall ensure that statutory notice is provided for hearings related to plans, projects, and areas at the Council level for all TIF Commission actions. EDC shall, subject to specific direction from the City Manager, keep the City Manager's office informed of upcoming TIF Commission projects that will require City or Council approval.

F. **Chapter 100**

1. The EDC shall work cooperatively with the City any applicants for Chapter 100 incentives to review and evaluate application for Chapter 100 incentives. EDC shall draft Industrial Development Plans for applicable Chapter 100 Projects in accordance with State Statute and City Ordinances.
2. EDC shall prepare the ordinances, resolutions, docket memos, fiscal notes, and presentations necessary for the approval and amendments of plans, projects, and areas at the City Council level, in accordance with City ordinances and regulations, unless the City indicates that such document shall be prepared by relevant Bond Counsel. EDC shall ensure that statutory notice is provided for hearings related to plans, projects, and areas at the council level for all Chapter 100 Projects. EDC shall, subject to specific direction from the City Manager, keep the City Manager's office informed of upcoming Chapter 100 projects that will require City or Council approval, and serve as the contact point and subject matter expert for information on Chapter 100 Projects.

G. **PIEA**

1. The EDC shall provide support and assistance to the Planned Industrial Expansion Authority and its staff, including office space, furniture, and equipment. EDC shall

work with PIEA staff in vetting and evaluating project proposals for consideration by the PIEA. PIEA is solely responsible for executing the projects which EDC and PIEA determine their involvement is most appropriate.

H. **EDC Loan Corporation**

1. EDC shall provide staffing and support to the EDC Loan Corporation (EDC LC) and its existing small business loan programs.

2. EDC shall assist EDC LC in establishing loan programs, innovative loan structures, and revolving fund programs as directed by the City. Funds for these programs will be provided separately by the City from time to time.

I. **Other Activities**

EDC shall conduct the following activities as necessary:

1. Carry out strategic initiatives adopted by the EDC Board of Directors.
2. Conduct a marketing program subject to the availability of funds.
3. Pursue non-City funding to help supplement resources available for business and economic development support.
4. Do and perform any and all other tasks necessary to fulfill the foregoing economic development services as assigned by the City Manager.
5. Act in the legislative interests related economic development initiatives of the City.
6. EDC shall update information about economic development incentive areas and projects using the City's GIS system.
7. EDC shall secure and maintain membership in the Kansas City Area Development Council on the City's behalf.
8. **Retention of Additional Revenue**. Any additional revenue, grants, or funds received by the EDC from third-party sources in connection with the services performed under this Contract shall remain the sole property of the EDC. Such additional revenue shall not reduce, offset, or otherwise impact the fee payable by the City under this Contract.

3. **Records and Reports.** The EDC shall submit the required records and reports in compliance with the following procedures:

A. **Administrative Reports and Initiatives**

1. Digital Solutions
   a. Maintain computer hardware/software necessary to track and report project activities and program outcomes of the EDC and each of the Economic Development Agencies and provide the City with user access to any such computer hardware/software containing project related data and/or databases, not otherwise deemed confidential.
   b. Cooperate with the City in executing any associated licenses or agreements needed to provide such access or implement improvements to such processes/systems.
2. Accounting
   a. Adopt and use generally accepted accounting principles in EDC and Economic

Development Agency's fiscal record keeping.

b. Use its best efforts to obtain all equipment and materials for use in the performance of its services under this Contract at the lowest possible cost and to purchase such equipment and materials by means of a system of competitive bidding whenever required by law or whenever practical. The EDC shall identify, label, protect and release to City at the termination of this Contract, all non- expendable equipment purchased with funds provided under this Contract.

3. Institutional
   a. Provide reasonable efforts to facilitate and cooperate with all monitoring, legislative approval, and evaluation activities conducted directly or through contract by the City relative to activities described herein and bound by this Contract, including, but not limited to:
      i. preparing and submitting necessary ordinances and staff reports on behalf of the Economic Development Agencies to the City for consideration.
      ii. providing full access to the project site, files, and relevant due diligence work and programmatic and fiscal records to authorized representatives of the City or to other persons as may be designated from time to time by the City, provided that full client confidentiality is maintained

B. **Annual Reporting:** Annually, the EDC shall submit and present the following information at Business Session, at a time agreed upon with the Office of City Manager, for the full City Council prior to annual budget adoption:
   1. Mission, Vision, and Strategic Objectives of the EDC;
   2. Organizational overview outlining the organization structure at the EDC;
   3. Outline of any initiatives and accomplishments of the broader organization; and
   4. Executive Summary of the accomplishments achieved in the past year by each business unit in accordance with targeted development efforts including the following details as available:
      a. Business Attraction & Retention
         i. Business Attraction Summary: Confirmed Company Titles, Total FTE Jobs Created, Average Annual Wages, Total Investment, Incentives Summary, Metrics by Industry, MBE/WBE Investment, etc.
         ii. Business Retention Summary: Feedback summary from established channel, retention project summary, etc.
         iii. Project Pipeline Overview: Summary of marketing initiatives, market development with partnering agencies (utility providers, talent development and education organizations, regional economic development stakeholders, etc.), outreach performance indicators, prospective economic activity, etc.
      b. Development & Redevelopment
         i. (Re)Development Summary: Development Scope Summary (including incremental housing, commercial space, etc. enabled), Incentive/Investment Summary by Development Type, Projects by Council District, Historic Preservation highlights, MBE/WBE

Investment, etc.

ii. Project Pipeline Overview: Summary of prospective development, feedback summary from established channel, etc.

c. Entrepreneurial Support

i. Program Summary: Outline of investments in and results from entrepreneurial support programs, summary of capability building, etc.

C. **Monthly Status Reports:** The EDC shall meet monthly with appointees of the City Manager and Mayor to verbally report and provide a report including the following:

1. Business Retention & Attraction: Summary of outreach objectives, market development initiatives, active and prospective attraction and retention projects, and industry feedback;
2. (Re)Development: Summary of active (re)development projects including location, incentive ask, project purpose/scope, timeline, status, and number of applications received;
3. Total investment for new projects; and
4. Total number of projects approved by the EDC with the following detail, if applicable:

a. Project title, site location, council district, project renderings, incentives awarded, public purposes summary, jobs created, and projected construction completion date.

D. **Records Maintenance:** The EDC shall capture, maintain, and report, upon request of the City, the following records:

1. For all incentive applications received - Application Received Date, Financial Analysis Delivery Date, Statutory Agency Hearing Date, Statutory Agency Approval Date and Resolution Number (if applicable), and City Council Approval Date (if applicable).

4. **Sunshine Law:** Notwithstanding the foregoing, EDC and the City acknowledge that the EDC must comply with the Sunshine Law.

5. **Time of Performance.** This Contract is to begin May 1, 2025, and shall terminate on April 30, 2026.

6. **Method of Payment.**

A. The City shall pay the EDC for costs incurred in providing the services specified herein in a total amount of $5,196,000. The City agrees that the total fee payable to the EDC shall be front-loaded and distributed as follows: two-thirds (2/3) of the total fee ($3,464,000) shall be disbursed to the EDC within the first six (6) months of the Contract term, and the remaining one-third (1/3) of the total fee ($1,732,000) shall be disbursed over the last six months of the Contract term. $5,046,000 shall consist of the amount set forth in the line item designating the City's contribution to the EDC on **Exhibit A** for the term of this Contract for services rendered as described above. The EDC shall submit requests for payment to the City on a monthly basis for the

$5,046,000, and each monthly payment shall be calculated and disbursed in accordance with the applicable portion of the front-loaded fee structure as referenced in the Payment Schedule attached hereto as **Exhibit C** and made a part hereof. The remaining $150,000 shall be specifically used by the EDC to secure and maintain membership on behalf of the City in the Kansas City Area Development Council as provided for in Section 2 Subsection H(7) of this Contract. The $150,000.00 shall be paid within ninety (90) days of receipt of an invoice from the EDC for that purpose.

B. The EDC will be responsible for fundraising 10% of their total from non-City sources. For the purposes of this requirement, 'pass-through' funds provided by the City for the City's annual membership in the Kansas City Area Development Council and the support of Launch KC will not be considered as part of the EDC's total budget.

C. It shall be a condition precedent to payment of any invoice from the EDC that it is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract, and that the EDC be current with its monthly, quarterly, and annual reporting requirements to the City as described in this Contract. If damages are sustained by the City as a result of breach or default by EDC, City may withhold payment(s) to the EDC for the purpose of set off until such time as the exact amount of damages due the City from the EDC may be determined.

7. **Notices.** All notices required by this Contract shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier or facsimile to the following:

A. If to the City:

City Manager
414 East 12th Street, 29th Floor
Kansas City, Missouri 64106
Fax:(816) 513-1363

With a copy to: City Attorney

414 E. 12th Street, 23rd Floor
Kansas City, Missouri 64106
Fax: (816) 513-3133

B. If to EDC: Economic Development Corporation
300 Wyandotte, Suite 400
Kansas City, Missouri 64105
Attention: Tracey Lewis
President/CEO
Fax: (816) 221-0189

With a copy to: Ebonie Davis
The Davis Law Office, LLC
3901 Main Street, Ste 202
Kansas City, MO 64111
Direct 913-206-6093

All notices are effective on the date mailed or deposited with courier.

8. **Representations and Warranties.** The City and the EDC each represent and warrant that they have the power and authority to execute and deliver this Contract, to use the funds as contemplated hereby and to perform this Contract in accordance with its terms.

9. **Binding Effect.** This Contract shall be binding upon the parties hereto and upon their successors in interest.

10. **Modification.** Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified, or amended except by written amendment signed by the City Manager and the EDC.

11. **Audit.**

A. The City shall have the right to audit this Contract and all books, documents and records relating thereto. The books, documents, and records of EDC in connection with this Contract shall be made available to the City Manager or City Auditor within ten (10) days after the written request is made. The City will also have the right to audit the Economic Development Agencies, and towards that end, the EDC will use its best efforts to include the City's right to conduct audits in the EDC's agreements with each of the Economic Development Agencies.
B. The EDC shall maintain all its books, documents and records relating to this Contract during the contract period and for three (3) years after the date of final payment.
C. EDC and the Economic Development Agencies will engage in an independent annual audit of the books and records of each agency utilizing the City’s external audit firm. The EDC and the Economic Development Agencies shall submit to the City the financial audit reports when complete.
D. The EDC shall cooperate with and participate in all monitoring and evaluation activities conducted by the City relative to this Contract.
E. The City recognizes and agrees that the Economic Development Agencies have independently appointed boards or commissions, and that the EDC expressly does not assume any fiduciary duties with respect to their finances or audits, except as may be explicitly contracted for in agreements between the EDC and each such Economic Development Agency.

12. **Termination of Contract; Default and Remedy.**

A. The City may, at any time upon material default and providing thirty (30) days' notice to the EDC, terminate this Contract in whole or in part. If this Contract is terminated by the City, the City shall be liable under the payment provisions of this Contract only for payment for services rendered before the effective date of termination. The EDC may terminate this Contract upon thirty (30) days' notice to the City if the City is in material breach of this Contract and fails to cure the breach before the end of the thirty (30) day notice period.
B. If this Contract is terminated prior to EDC's completion of the services to be performed hereunder, all work or materials prepared or obtained by EDC pursuant to this Contract

shall become the City's property.

C. In addition to the remedy set forth in Section 12A, if the EDC is in default or breach of any provision of this Contract, the City may suspend EDC's performance, withhold payment, or invoke any other legal or equitable remedy after giving the EDC notice and thirty (30) days to correct such default or breach, which may be extended for a reasonable period upon request by the EDC and at the City's discretion. Upon cure of any default or breach in manner satisfactory to the City, notwithstanding any other terms of this Contract, the City shall resume payments to the EDC.

13. Affirmative Action; Minority and Women's Business Enterprise; Construction Employment.

A. **Affirmative Action.** The EDC shall establish and maintain for the term of this Contract an affirmative action program or policy consistent with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto to the extent that City's Code requires it to comply or, if not so required by the City's Code, shall adopt an affirmative action policy and plan which complies with the City's goals. The EDC will not discriminate against any employee or applicant for employment because of the person's race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3.

B. **Minority and Women's Business Enterprise.** The City has established the Minority and Women's Business Enterprise Program **("MBE/WBE Program")** in order to ensure that MBEs/WBEs have equal opportunity to participate in taxpayer subsidized contracts, subcontracts and procurements. The EDC will adopt and implement an MBE/WBE policy that is consistent with the applicable provisions of Chapter 3, Code of Ordinances, and the rules and regulations adopted pursuant thereto, as may be amended from time to time to the extent that the City's Code requires them to comply. The EDC will work collaboratively with the City's Civil Rights and Equal Opportunity Department to comply with the provisions of the City's MBE/WBE Program, including, but not limited to, implementing the appropriate goal setting process to review contract opportunities for participation and segmentation on a contract by contract basis with analysis of the available and capable MBEs and WBEs, maintaining the appropriate documentation to demonstrate the participation achieved and whether good faith efforts are substantiated, and developing and issuing a report for MBE and WBE participation to show compliance with the City's MBE/WBE Program. EDC will submit annual reports of MBE/WBE participation to the City Manager and/or his designee(s) by April 1 of each year.

C. **Construction Employment.** The City has established a construction employment program, also known as the workforce utilization program; for the purpose of ensuring that minorities and women are not discriminatorily denied the opportunity to work under taxpayer subsidized construction contracts and subcontracts. As applicable, the EDC will work with the Economic Development Agencies to comply with the workforce utilization program.

D. **Coordination with Economic Development Agencies.** The EDC will assist the Economic Development Agencies in adopting affirmative action programs and policies, minority and women's business enterprise programs and policies, and

construction employment programs and policies that are consistent with the City's programs as enacted in Chapter 3, Code of Ordinances and are to the greatest extent possible uniform in their application across agencies. The EDC will address these matters in agreements with each such Economic Development Agency to be executed separately from this Contract. The EDC will designate a staff member to assist the Economic Development Agencies in administering programs and policies, and to serve as a liaison to the City's Civil Rights and Equal Opportunity Department.

14. **Employment and Recruitment.** The EDC will maintain a policy requiring all employees, within twelve (12) months of their employment, to establish and maintain their primary residences/domiciles within the corporate limits of Kansas City, Missouri. The EDC shall provide the City with a list of all employees and their current addresses upon request**.**

15. **Procurement Process.** When entering into contracts funded in whole or in part through this Contract, EDC will follow procurement procedures that are consistent with the procurement procedures of the City. The EDC, in its role of assisting the Economic Development Agencies in the fulfillment of their purposes, as contemplated by this Contract, will utilize its best efforts to ensure that the Economic Development Agencies follow the procurement procedures required or authorized by their respective governing statutes, or, if none, seek to cause them to adopt and implement procurement procedures consistent with the procurement procedures of the City, and address such matters in individual agreements to be executed separately from this Contract with each Economic Development Agency. EDC shall utilize best efforts to ensure that professional services are formally reviewed no less than every 5 years.

16. **Americans with Disabilities Act.** EDC agrees to comply with the provisions of 42 U.S.C. §§ 1201, *et seq.,* as well as 28 C.F.R Part 35 and 29 C.F.R. Part 1630, as applicable, (Americans With Disabilities Act), as amended from time to time during the course of this Contract.

17. **Obtaining Professional Services.**

A. In accordance with Section 2-83 of the Code of Ordinances of the City of Kansas City, Missouri, the EDC shall not contract for professional services with any architect, engineer or other professional, exclusive of medical doctors or appraisers, who, at the time of the issuance of the contract or during the course of employment with the EDC serves as an expert witness for any party in litigation against the City.
B. In accordance with Section 2-83 of the Code of Ordinances of the City of Kansas City, Missouri, the EDC shall not contract for professional services with any attorney who, at the time of the issuance of this Contract or during the course of his or her retention by the EDC, either in an individual or firm capacity, represents any party in litigation against the City, exclusive of representation in Municipal Court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal defendant.
C. Prior to engaging any individual or firm for professional services, the EDC will require each such individual or firm to certify that they are current with respect to payment of

City earnings and/or profits tax that may be due to the City. Ongoing compliance with payment of City earnings and/or profits tax shall be a condition of continued engagement of any such individual or firm by the EDC, except for the existence of circumstances constituting a good faith dispute or appeal of alleged tax liability.

18. Financial Disclosures of Board. The EDC will advise the members of its Board of Directors and the Economic Development Agency Board Members as to the provisions of Chapter 2, Article XV, Code of Ordinances, as the same may be amended and recodified from time-to-time and shall require that its members be advised of their obligation to file the annual conflict of interest disclosure report.

19. No Gratuities and Kickbacks. The provisions of City's Code Section 3-303, prohibiting gratuities to city employees, and kickbacks by subcontractors, and Code Sections 3- 307 and 3-309, imposing sanctions for violations, shall apply to this Contract.

A. Gratuities. The EDC certifies that it has not and will not offer or give any City employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. The EDC certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contract to EDC, or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

20. Prohibition against Contingent Fees. The provisions of City's Code Section 3-305, prohibiting the retention of persons to solicit contracts for contingent fees, and Code Sections 3-307 and 3-309, imposing sanctions for violations, shall apply to this Contract. The EDC certifies that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the EDC for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. Assignability or Subcontracting. The EDC shall not subcontract, assign, or transfer any part or all of its obligations or interests without the City's prior written approval. If the EDC subcontracts, assigns, or transfers any part of its interests or obligations under this Contract without the prior approval of City, it shall constitute a material breach of this Contract.

22. **Independent Contractor Status.** The EDC is an independent contractor and is not the City's agent with respect to all services performed under this Contract. The EDC accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the EDC on work performed under the terms of this Contract. The EDC shall defend, indemnify, and save harmless City from any claims or liability for such contributions or taxes. Nothing contained in this Contract, nor any act of the City or the EDC, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with City. The EDC is not the City's agent and the EDC has no authority to take any action or execute any documents on behalf of the City except as expressly authorized.

23. **Compliance with Laws.** The EDC shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work. The EDC, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract. This Contract is governed by the laws of the state of Missouri.

24. **Tax Compliance.** The EDC shall comply with all relevant Federal, State and City tax laws, regulations, and ordinances and shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Contract, or with any contract renewal.

25. **Waiver.** Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other terms, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the EDC to which the same may apply. Until complete performance by the EDC of such term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

26. **Rights and Remedies Cumulative and Not Exclusive.** All rights and remedies granted to each Party herein and any other rights and remedies which it may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that either Party may have exercised any remedy without terminating this Contract shall not impair such Party's rights thereafter to terminate or to exercise any other remedy herein granted, or to which such Party may be otherwise entitled.

27. **Merger.** This Contract, including any attachments and incorporated documents, constitutes the entire agreement between the City and the EDC with respect to this subject matter.

28. **Insurance.**

A. The EDC shall procure and maintain in effect throughout the duration of this Contract

insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance not specified herein, is required during the course of the services covered by this Contract, the EDC shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

B. Commercial General Liability Insurance: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

1. Severability of Interests Coverage applying to Additional Insureds.
2. Contractual Liability
3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000.
4. No Contractual Liability Limitation Endorsement
5. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

C. Workers' Compensation Insurance: as required by statute, including Employees Liability with limits of:
1. Workers' Compensation: Statutory
2. Employers Liability: $1,000,000 accident with limits of $1,000,000
3. Disease-policy: $1,000,000 disease limit, each employee

D. Commercial Automobile Liability Insurance: with a limit of $1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by EDC.

E. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of $1,000,000.00.

1. If applicable, Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

F. The policies listed above may not be canceled until after ten (10) days written notice of cancellation to the City ten (10) days in the event of non-payment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that the City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. The EDC shall provide to the City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be in a form that is acceptable to the City.

G. All insurance coverage must be written by companies that have an A.M. Best's rating of "13+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.

H. Regardless of any approval by the City, it is the responsibility of the EDC to maintain the required insurance coverage in force at all times, its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of the EDC's failure to maintain the required insurance in effect, the City may order the EDC to immediately stop work and may pursue its remedies for breach of this Contract as provided for herein and by law.

29. Indemnification. The EDC shall defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Contract, caused in whole or in part by the EDC, its employees, agents, or subcontractors, or others for whom the EDC is liable. Any obligation under this subsection on the part of the EDC with respect to indemnification shall be limited to the coverage and limits of insurance that the EDC is required to procure and maintain under this Contract. The EDC shall not be obligated to indemnify the City for acts or actions of the City which constitute gross negligence or willful misconduct.

30. Privileged Communication. In undertaking actions or activities on behalf of the City or pursuant to this Contract, EDC staff may receive or be included in attorney-client privileged communications with legal counsel for the City. EDC and the City recognize that employees of the EDC are acting in a capacity that is functionally equivalent to acting as an employee of the City and that limited inclusion in attorney-client privileged communications is for the purpose of obtaining effective legal assistance to effectuate the tasks contemplated in this agreement. EDC shall ensure that any communication with or from legal counsel for the City is kept confidential and not shared, either in writing or orally, with any parties outside the City without the express written permission of the City Attorney, City Manager, or City Council, or upon a court order. EDC shall ensure that all EDC staff are trained on this requirement.

31. Further Negotiation- CCED Board. In addition to the scopes of work outlined in this Contract, the Parties agree to work in good faith to negotiate a separate Central City

Economic Development Board Agreement to address the administration of certain Central City Economic Development Board activities .

32. Fund Balance Reserve. Pursuant to Code of Ordinances of Kansas City, Missouri §2-1954(f)(9), the EDC shall maintain a fund balance reserve of no less than seventeen percent (17%) of operating expenditures. Fund balance reserve is defined as the difference between an agency's assets plus deferred outflows of resources and its liabilities plus deferred inflows of resources at fiscal year-end using GAAP basis financial statements. In the event EDC is not in compliance with this fund balance reserve minimum requirement, the agency will develop and implement a plan to achieve compliance with the fund balance reserve minimum within one year and submit that plan to the City.

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives the day and year first above written.

CITY OF KANSAS CITY, MISSOURI

A Constitutionally Chartered Municipal
Corporation of the State of Missouri

By: _____

Mario Vasquez,
City Manager

Approved as to form:

_____
Emalea Black,
Assistant City Attorney

CITY DIRECTOR OF FINANCE CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriations to which the foregoing expenditure is to be charged, sufficient to meet the obligation hereby incurred and a cash balance sufficient to meet the obligation hereby incurred from which payment is to be made.

By: _____

Tammy Queen, Director of Finance

THIS CONTRACT REQUIRES YOU TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY FROM ANY ACTS OR OMISSIONS IN CONNECTION WITH THE CONTRACT.

ECONOMIC DEVELOPMENT CORPORATION OF KANSAS CITY, MISSOURI

By: _____

Andrea Bough, Chair of the Board of Directors

ATTEST:

By: _____

La'Sherry Banks,
Secretary

APPROVED:

By: _____

Tracey Lewis
President/ CEO

EXHIBIT A: APPROVED BUDGET

Economic Development Corporation of Kansas City FY 25-26 Operating Budget

ECONOMIC DEVELOPMENT CORPORATION

		FY 25-26 Proposed
REVENUES		
City Funds	$	5,196,000
Funding Agreement Fees		120,000
Chapter 100 Fees		76,000
KCIC Fees		12,000
LCRA Revenues		200,000
IDA Rent and Fees		60,000
PIEA Rent		31,361
Total Public/Private Revenue	**$**	**5,695,361**
Miscellaneous Income	$	74,244
Loan Corp SBA revenue		53,073
Total - Other Revenue	**$**	**127,317**
TOTAL REVENUE	**$**	**5,822,678**
EXPENSES		
Compensation & Benefits	$	3,586,346
Launch KC expenses		165,000
Project analysis expenses		100,000
Rent & utilities		283,330
Marketing & community engagement		199,188
Outside consultants		163,789
Legal services		220,000
Computer equipment and software		187,689
Contributions & sponsorships		287,401
Travel, training and business expenses		284,961
General insurance		55,266
Office supplies & office expenses		60,371
Telephone / cell phone expense		42,522
Other miscellaneous expenses		51,816
Accounting software conversion		100,000
RFP assistance		15,000
Life Cycle - computer equipment		20,000
300 Wyandotte leasehold improvements		-
Contingency		-
TOTAL EXPENSES	**$**	**5,822,679**
Net Income/(Loss)	**$**	**(0)**

Economic Development Corporation of Kansas City
Comparative Revenues and Expenditures
FY 2026 Original Budget & Proposed Revised Budget

Line		*(Formulated)* Original FY 2026 Budget	Proposed FY 2026 Adjustments	Revised FY 2026 Budget	Explanation
1	**REVENUES**				
2	Contract revenue - City of KC	$6,031,000	($1,000,000)	$5,031,000	Actual City allocation
3	Launch KC revenues	165,000	0	165,000	
4	Project analysis revenues	120,000	0	120,000	
5	Grant revenues	0	0	0	
6	Enhanced Enterprise Zone revenues	76,000	0	76,000	
7	KCIC revenues	12,000	0	12,000	
8	LCRA revenues	0	200,000	200,000	Give LCRA revenues to EDC
9	IDA professional fees	60,000	0	60,000	
10	PIEA rent	31,361	0	31,361	
11	**Total Public / Private Revenue**	**$6,495,361**	**($800,000)**	**$5,695,361**	
12	EDC LC revenues	$53,073	$0	$53,073	
13	EDC Fundraising event (net of expenses)	0	35,000	35,000	Add fundraising event
14	Miscellaneous income	39,244	0	39,244	
15	**Total - Other Revenue**	**$92,317**	**$35,000**	**$127,317**	
16	**TOTAL REVENUES**	**$6,587,678**	**($765,000)**	**$5,822,678**	
17	**EXPENSES**				
18	Compensation and benefits	$4,336,346	($750,000)	$3,586,346	Remove 5 positions; allow $100K vacancies
19	Launch KC expenses	165,000	0	165,000	
20	Grant expense	0	0	0	
21	Project analysis expenses	100,000	0	100,000	
22	Rent & utilities	283,330	0	283,330	
23	Marketing & community engagement	249,188	(50,000)	199,188	
24	Outside consultants	263,789	(100,000)	163,789	Reduce outsourced accounting
25	Legal services	270,000	(50,000)	220,000	Wind down Spencer Fane
26	Computer equipment and software	187,689	0	187,689	Remove 300 Wyandotte leasehold improvemts
27	Contributions & sponsorships	287,401	0	287,401	
28	Travel, training and business expenses	303,953	(18,992)	284,961	6% reduction
29	General insurance	55,266	0	55,266	
30	Office supplies & office expenses	60,371	0	60,371	
31	Telephone / cell phone expense	42,522	0	42,522	
32	Other miscellaneous expenses	51,816	0	51,816	
33	**Total expenses** [(1)]	**$6,656,671**	**($968,992)**	**$5,687,679**	
34	**Capital expenditures**				
35	Accounting software conversion	$100,000	$0	$100,000	
36	RFP assistance	15,000	0	15,000	
37	Life Cycle - computer equipment	20,000	0	20,000	
38	300 Wyandotte leasehold improvements	40,000	(40,000)	0	Remove 300 Wyandotte leasehold improvemts
39	**Total capital expenditures**	**$175,000**	**($40,000)**	**$135,000**	
40	**Net Cash Inflows (Outflows)**	**($243,992)**	**$243,992**	**($0)**	

FY 2026 Budget Assumptions
Original Budget (excluding CCED)

Line		Monthly	Annual	Notes
1	**Revenues**			
2	Contract Revenues	$433,000	$5,196,000	FY 2025 amount + Launch KC
3	Contract Revenues - additional FY 2026	83,333	1,000,000	Additional amount needed to cover expenses
4	Total City Revenues		6,196,000	
5	Project Analysis Revenues		120,000	FY 2025 budget
6	Grant Revenues		0	Net of expenses
7	Chapter 100 fee revenues		76,000	FY 2025 budget
8	KCIC Revenues		12,000	Per contract - $1K/ mo
9	LCRA Revenues			
10	Tax abatement revenues / Other Revenues		0	Propose leaving w/ LCRA to cover expenses
11	Developer revenues		0	Propose leaving w/ LCRA to cover expenses
12	Garage revenues		0	Propose leaving w/ LCRA to cover expenses
13	EDC LC SBA Revenues		53,073	FY 2025 budget
14	Unaffiliated Organizations:			
15	IDA professional services revenues		60,000	$5K / month
16	PIEA revenues		31,361	$2,613 / month (current rate)
17	Misc and Interest Income		39,244	
18	**Total Revenues**		**$6,587,678**	excl CCED = $280K

FY 2026 Budget Assumptions
Original Budget (excluding CCED)

19	**Expenses**			
20	**Payroll & Benefits**			
21	Payroll & Benefits		$4,336,346	
22	Other		0	
23	**Total Compensation & Benefits**		**$4,336,346**	
	Launch KC Sponsorship			
24	Launch KC		165,000	FY 2025 budget
25	**Total Launch KC Expenses**		**$165,000**	
26	**Rent**			
27		**Monthly**	**Annual**	
28		**Cash**	**Cash**	
29	300 Wyandotte Rent			
30	May - June	$22,439	$44,878	per contract
31	July - April	$22,855	228,550	per contract
32	300 Wyandotte Rent - CAM			
33	May - June	$805	1,610	Current monthly rate
34	July - April	$829	8,292	Current monthly rate + 3%
35	**Total Rent Expenses Budget**		**$283,330**	
36	**Marketing & Community Engagement**			
37	Highline Partners		$128,316	Current monthly rate + 3%
38	Proxima		27,192	Current monthly rate + 3%
39	Chamber / City Council expenses		36,000	FY 2025 budget
40	Civic Council		20,000	New in 2026
41	Other		37,680	FY 2025 budget + 3%
42	**Total Mkting & Community Engagemt Budget**		**$249,188**	

FY 2026 Budget Assumptions
Original Budget (excluding CCED)

43	**Dues & Subscriptions**		
44	Co-Star	$33,953	Current rate of $2,747/mo + 3%
45	Other	10,000	
46	**Total Dues & Subscriptions Budget**	**$43,953**	
47	**Travel, Training & Business Expenses**		
48	Miscellaneous	$150,000	FY 2025 budget
49	**Total Travel, Training & Business Expenses**	**$150,000**	
50	**Community Development Meetings**		
51	Meetings	$100,000	FY 2025 budget
52	**Total Community Development Meetings**	**$100,000**	
53	**Board Expenses**		
54	Meetings	$6,000	FY 2025 budget
55	Holiday celebrations	4,000	FY 2025 budget
56	**Total Board Expenses**	**$10,000**	
57	**Computer Software / Equipment Leases**		
58	Toshiba Lease	$24,000	per contract
59	Quadient Lease	12,060	per contract
60	Bs Dev software - World Software, Sales Force	27,785	Current rate of $2,248/mo + 3%
61	Net Documents	20,400	per contract
62	MicroSoft licenses	16,149	Current rate + 3%
63	VMSoftware	8,295	Current rate + 3%
64	Licensing Fees for Accounting System	4,000	Estimate
65	Civic Serve	75,000	New in 2026
66	EDOIQ	10,000	
67	**Total Computer Software Budget**	**$187,689**	

FY 2026 Budget Assumptions
Original Budget (excluding CCED)

68	**Contributions & Sponsorships**		
69	Miscellaneous	$87,401	FY 2025 budget
70	KCADC Subscription	200,000	FY 2025 budget
71	**Total Contributions & Sponsorships Budget**	**$287,401**	
72	**Office Supplies & Office Expense**		
73	Miscellaneous	$60,371	FY 2025 budget + 3%
74	**Total Office Supplies & Office Expense Budget**	**$60,371**	
75	**Legal**		
76	Regular legal expenses	$120,000	
77	Spencer Fane - EDCKC	150,000	
78	**Total Legal Expenses Budget**	**$270,000**	
79	**Phone Expenses**		
80	Miscellaneous	$42,522	FY 2025 budget
81	**Total Phone Expense Budget**	**$42,522**	
82	**Insurance**		
83	D&O & other Lockton insurance	$55,266	FY 2025 budget
84	**Total Insurance Expense Budget**	**$55,266**	
85	**Outside Consultants / Professional Services**		
86	BT&Co / AGH	$180,000	$15K / month
87	Net Standard	83,789	FY 2025 budget + 3%
88	**Total Outside Consultants Budget**	**$263,789**	
89	**Project Analysis Expenses**		
90	Miscellaneous	$100,000	FY 2025 budget
91	**Total Project Analysis Expenses**	**$100,000**	

FY 2026 Budget Assumptions
Original Budget (excluding CCED)

92	**Miscellaneous Expenses**		
93	Employee Parking	$27,816	FY 2025 budget
94	Miscellaneous	24,000	FY 2025 budget
95	**Total Miscellaneous Expense Budget**	**$51,816**	
96	**Capital Budget:**		
97	New accounting system	$100,000	
98	RFP assistance	15,000	
99	Life Cycle - computer equipment	20,000	
100	300 Wyandotte leasehold improvements	40,000	
101	**Total Capital Budget**	**$175,000**	

Economic Development Corporation of Kansas City
Labor Summary

Administration Positions (4)

President & CEO
Executive Assistant to President & CEO
Business Development Loan Officer
Administrative Coordinator / Accounting Assistant

Economic Development Positions (10)

Strategic Initiatives

Director of Strategic Initiatives
Strategic Initiatives Manager
Marketing and Communication Coordinator
Capital Access Manager

Business Development

Executive Director of Business Development
Administrative Assistant
Business Development Officer
Business Development Officer
Business Development Officer
Business Development Officer

Land Clearance Development Authority Positions (4)

Executive Director, LCRA / EEZ
Administrative Assistant, LCRA
Sr. Development Services Specialist
Development Services Specialist

Tax Increment Financing Commission (2)

Executive Director, TIF & IDA
Compliance Manager

Additional Positions budgeted for FY 2026

Chief of Staff (new) - removed
CAO (new) - removed
Loan Closing Officer (new) - removed
Loan Portfolio Officer (new)
Data Analyst (new)
Project Manager (new)
Project Manager (new) - removed
Accounting Associate (open)

EXHIBIT B
PERFORMANCE INDICATORS

Land Development Performance Indicators

1. Time in Process: Goals are established as follows for the various programs under the umbrella of the Economic Development Corporation:
    a. Tax Increment Finance 20 weeks from application to introduction for Council consideration.
    b. Tax Abatement Programs:
        i. New Plan Areas 16 weeks from application to introduction for Council consideration.
        ii. Projects within existing plan areas: 10 weeks from application to introduction for respective board consideration.
    c. Chapter 100: 12 weeks from application to introduction for consideration by the City Council.
    d. The EDC shall not be held in default for any delay in satisfying goals referenced in subparagraphs (a)-(c) above if such delay is due to circumstances beyond its reasonable control, including but not limited to delays cause by the City failing to introduce a properly submitted, correct ordinances. In such cases, appropriate extensions to performance timelines shall be granted, as mutually agreed upon by the Parties in writing.

2. Invested Dollars: Goal of $600 million in investment unlocked through engagement with EDC.
3. Project Incentive Share: Goal of less than 20% incentive dollars to total investment (exclusive of public improvements or interest expenses).

Business Development Performance Indicators

1. Outreach Targets: Goal of 20 businesses engaged with interest in relocating to Kansas City
2. New Jobs and Wages: Goal of 500 new FTE positions or an increase in total payroll of $30 million within Kansas City generated through outreach and engagement with EDC.

Entrepreneurial Support Performance Indicators

1. Entrepreneurs & Early-Stage Companies Supported: Goal of 20 high growth potential entrepreneurs or early-stage companies supported with monetary, educational, or consulting support.
2. Events: Goal of 4 events annually that directly support and/or promote entrepreneurs & early-stage companies.

EXHIBIT C
PAYMENT SCHEDULE

Due date	Amount of payment
2025	
May	577,333.33
June	577,333.33
July	577,333.33
August	577,333.33
September	577,333.33
October	577,333.39
November	288,666.66
December	288,666.66
2026	
January	288,666.66
February	288,666.66
March	288,666.66
April	288,666.66
Total	5,196,000.00