

## **COOPERATIVE EMPLOYMENT AGREEMENT**

**THIS COOPERATIVE EMPLOYMENT AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation,*** hereinafter referred to as “**City,**” and ***JACKSON CHAMBER OF COMMERCE, a nonprofit corporation,*** also referred to as ***JACKSON AREA CHAMBER OF COMMERCE,*** located at 1846 E. Jackson Blvd in the City of Jackson, County of Cape Girardeau, State of Missouri, hereinafter referred to as “**Chamber,**” **WITNESSETH:**

**WHEREAS,** the Chamber has created an additional personnel position to provide for dual reporting to both the City and the Chamber, and to provide for the joint funding of the position; and

**WHEREAS,** the parties have reached certain agreements and wish to memorialize those agreements in writing.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1.     **POSITION.** The Chamber has created a fulltime position known as “Director of Retail Development for the City of Jackson and the Jackson Area Chamber of Commerce,” hereinafter referred to as “Employee.” All matters relating to the hiring of the Employee shall be conducted jointly by the City and the Chamber. The person hired shall be approved and agreed to by the City.

2. **DIVISION OF POSITION.** The City and the Chamber shall, to the extent possible, divide the Employee's time equally so that each entity generally receives equal time and effort on the projects of each entity. The Employee shall report directly to the Mayor of the City for direction and supervision on City projects. The Employee shall report to the Chamber Board and the Executive Director of the Chamber for direction and supervision on Chamber projects.

3. **CITY RETAIL DEVELOPMENT.** The Employee's duties shall include, but not be limited to, communicating with and building relationships with retail operations currently existing in the City; communicating with and managing contacts with prospective retail businesses seeking to locate in the City; maintaining databases, websites, contact lists, and communications which relate to the recruiting of retail services; and assist in creating marketing materials for retail recruitment.

4. **JACKSON AREA CHAMBER OF COMMERCE.** The Employee's duties shall include, but not be limited to, maintaining correspondence with members, committees, and boards of the Chamber; assisting with communications in person, by phone, by e-mail, or by fax with members, committees, and boards; assisting with events, committee meetings, ribbon cuttings, and related activities; and assisting with sponsorship and recruitment opportunities.

5. **EMPLOYMENT, SALARY AND BENEFITS.** The Employee shall receive salary, insurance and benefits in the total amount of \$64,184.00 per year.

6. **EXPENSES.** Employee will be reimbursed for all reasonable and necessary business and travel expenses actually incurred by Employee in performing the services, subject to receipt of a written request for reimbursement, accompanied by appropriate supporting documentation. The Chamber or the City shall pay the expenses related to that entity's project. Expenses exceeding \$500.00 shall first be approved by the Mayor or the Executive Director for the expenses related to that entity's project.

7. **PAYMENT.** The City shall pay to the Chamber on a quarterly basis an amount equal to one-half of the salary, insurance and benefits due to the Employee for that quarter.

8. **NON-CITY EMPLOYMENT.** The Employee shall be an employee of the Chamber and shall not be entitled to the normal benefits provided to employees of the City.

9. **REVIEW.** The City and the Chamber shall conduct a quarterly review of the projects and goals set for the Employee.

10. **INSURANCE.** The Chamber shall maintain liability and worker's compensation insurance covering any activities of the Employee.

11. **PRIOR AGREEMENTS.** The City and the Chamber have entered into prior funding agreements and this Agreement shall not affect those previous agreements and shall be in addition to any agreements existing between the parties or any agreements that may arise between the parties.

12. **TERM.** This Agreement shall be for a period of twenty-four (24) months and shall terminate automatically at the end of its term unless the Agreement is renewed by the parties.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Agreement sets forth the entire agreement between the City and the Chamber, and no custom, act, forbearance or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

14. **GOVERNED AND CONSTRUED.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

15. **BINDING.** This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

16. **USE OF WORDS.** Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

17. **CAPTIONS.** Any captions used in this Agreement are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

18. **ENFORCEABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. **RIGHTS AND REMEDIES.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**IN WITNESS WHEREOF,** the parties have executed this instrument the day and year first above written.

**CITY:**

CITY OF JACKSON, MISSOURI

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

ATTEST:

\_\_\_\_\_  
City Clerk

**CHAMBER:**

JACKSON CHAMBER OF COMMERCE

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

ATTEST:

  
\_\_\_\_\_  
Executive Director