COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT, dated as of the 30th day of September, 2015, is by and between St. Louis Economic Development Partnership ("SLEDP") and St. Louis Regional Chamber ("the Chamber").

WITNESSETH THAT:

WHEREAS, SLEDP was created for the purpose of advancing the social welfare, health and economic interests of St. Louis County and its residents, and fostering increased employment opportunities, and promoting and developing trade and industry in St. Louis County and City; and

WHEREAS, SLEDP is the economic development arm of St. Louis County and City, and as such, St. Louis County and City has given SLEDP the responsibility of promoting economic development within St. Louis County and City and the broader region on behalf of the citizens and government of St. Louis County and City; and

WHEREAS, SLEDP's mission is to create high-quality business and employment opportunities for long-term, diversified economic growth throughout St. Louis County, St. Louis City and the St. Louis region; and

WHEREAS, the Chamber has responsibility for attracting new businesses, supporting SLEDP and other partners in the retention and expansion of existing businesses, support entrepreneurs in the creation of new businesses, and the continuous improvement of the infrastructure and business climate in a fifteen-county bi-state region (the "Region"), which includes St. Louis County and City; and

WHEREAS, the Chamber has established goals to create new jobs in the Region and has various programs designed to market the region nationally and internationally, attract new businesses, assist communities in their efforts to expand and retain existing businesses, support entrepreneurs in the creation of new businesses, enhance the image of the Region and undertake special projects, all toward the goal of creating new jobs; and

WHEREAS, the Chamber has established a goal of developing a unified, proactive regional economic development effort through the Chamber's Regional E.D. Network (the "Network") and the Regional Development Roundtable and Industry Cluster development ("Industry Specialists");

WHEREAS, the Chamber and the Partnership have established the Accelerate St. Louis initiative to coordinate regional action to enhance the St. Louis region's capacity to serve entrepreneurs and develop new companies; and

WHEREAS, SLEDP and the Chamber believe that by recognizing their respective strengths, by cooperating with one another and other economic development organizations in the Region, and by combining their respective efforts, they will improve their chances for success in achieving their respective goals and create economic growth;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

A. **Chamber SCOPE OF SERVICES**. The Chamber shall undertake the following activities and provide the following services to SLEDP in accordance with the terms of this Agreement:

1. Promote St. Louis County and City to companies considering locating, expanding, or starting in the Region. The Chamber shall coordinate the following programs and activities

related to businesses interested in establishing a new operation (or expanding existing operations) in St. Louis County and City:

a. Maintain a database of demographics and business statistics on the Region, including information on St. Louis County and City. The Chamber will make available to SLEDP upon request any 3rd party research and data in its possession which may be useful to the SLEDP in promoting St. Louis County and City to existing and new businesses; provided, however, that the Chamber will not be expected to violate any non-disclosure or similar legal agreement.

b. Respond to inquiries from businesses regarding land or facilities in the Region, using best efforts to involve SLEDP and its local knowledge of its communities and real estate market to obtain input from SLEDP prior to submitting sites/buildings. Coordinate with SLEDP to determine appropriate actions to assist such businesses in locating in St. Louis County and City, including inviting SLEDP to site visits and meetings and providing to SLEDP details on the businesses.

   In instances where a meeting or discussion takes place outside the St. Louis market or in-market relating to an existing St. Louis County or City business, the Chamber shall notify SLEDP of the meeting and invite SLEDP to participate in the meeting or to take part in the meeting via conference call. In instances where SLEDP is not available, the Chamber shall advise and share any proprietary information and intelligence regarding existing or potential new businesses from this existing St. Louis County or City company which may have a material impact on the ability of the SLEDP and the Chamber to retain or attract the company within/to St. Louis County, St. Louis City and/or the St. Louis region.

c. Coordinate all attraction efforts in St. Louis County and City with SLEDP to obtain SLEDP's input with regard to the planning and implementation of such efforts. In instances where real estate sites are being submitted to the consultant/user, the Chamber shall seek the SLEDP's input regarding available sites and buildings in St. Louis County and City. The Chamber also agrees to allow SLEDP to review data and provide input to any submittal or portion of a submittal for a project considering St. Louis County or City, prior to it being transmitted to the client.

d. Include the St. Louis County Executive or St. Louis City Mayor in business attraction, retention, or creation efforts if requested by them directly or through SLEDP.

e. Assist SLEDP with any retention or expansion projects of St. Louis County or City companies as requested.

f. Provide briefing on any meeting between the Chamber and existing St. Louis County or City businesses which results in discussion of plans for relocation or expansion.

g. Coordinate with SLEDP external communications to National Corporate Real Estate Contacts and C-Level Contacts whose firms have a presence in St. Louis County or City. Strategize with SLEDP regarding external calls for the Chamber to perform while on national marketing trips. Whenever possible review target companies with SLEDP to ensure coordinated strategy with existing SLEDP project efforts and discussions occurring at STL branch location. Following meeting provide to SLEDP a written or verbal summary of the meeting.

h. Provide SLEDP back office research and economic modeling support on (1) specific agreed upon regional initiatives and grant opportunities and (2) other cluster driven opportunities and projects undertaken by SLEDP.

2. In cooperation with the SLEDP, plan and implement targeted industry cluster retention, expansion, attraction, and creation strategies geared toward growing existing strategic clusters of St. Louis regional businesses. In doing so, the business development teams of the Regional Chamber and SLEDP shall meet on a minimum quarterly basis to discuss leads, their respective call/outreach programs, active deals in the pipeline, and other pertinent initiatives and items important to successful and coordinated regional business retention, expansion, and attraction.

3. Market the specific assets and advantages of the St. Louis Region, including St. Louis County and City, to targeted companies considering expansion nationally and internationally. Specifically, the Chamber shall:

   a. Implement a media relations program to promote the Region generally to those living in the St. Louis Region and externally to national and international industrial and commercial prospects. As part of this program, the Chamber and SLEDP agree to work in concert to make available their respective media consultants and contacts for the purposes of placing strategic national stories that mutually benefit St. Louis County, St. Louis City and the St. Louis Region.

   b. Develop and maintain marketing and branding materials highlighting the location and community advantages of the Region and community successes of the region. The Chamber agrees to meet and seek input from SLEDP regarding marketing and branding materials--including any retooling of its website--to be used to promote St. Louis County, St. Louis City and the St. Louis region. On the web, via social media, and through other means such as our respective organization's annual meetings, the Chamber and SLEDP agree to co-promote project successes occurring in the region as wins for the region, regardless of the level of individual agency involvement in the project.

4. Collaborate and cooperate with SLEDP with respect to special projects and initiatives, as mutually agreed to by the parties, including but not limited to, Accelerate St. Louis and promoting as potential sites for the location of a business the following: the NorthPark development area, Cortex, the Northside development, and, as appropriate, the Bio-Research Development and Growth Park, Aviator Park, Hazelwood Commerce Center, the former Fenton Chrysler site, specific buildings and sites in downtown St. Louis City and St. Louis County, Route 141/Maryland Heights Expressway and other development areas.

5. In recognition of the importance of international trade and investment to the future growth and global competitiveness of St. Louis County, St. Louis City and the Region, and in consideration of the complementary nature of the Chamber and World Trade Center – *St. Louis* ("WTC"), cooperate with WTC to ensure a collaborative approach to international trade and Foreign Direct Investment initiatives of priority to regional businesses, and aggressively promote the St. Louis County/St. Louis City Foreign Trade Zone # 102 Alternate Site Framework. In addition, the Chamber shall:

a. Provide advance notice of and include business development staff from the WTC in the Chamber's monthly/quarterly sales meetings, provide WTC with a list of companies visited during the prior month/quarter along with relevant contact information, and utilize best efforts to introduce WTC and SLEDP business development staff to key decision makers from regional companies.

b. Participate in and provide support as agreed upon with the Global Cities Initiatives Project.

c. Actively participate in and support, where needed, t WTC's hosting of inbound and outbound international trade and investment related delegations.

6. Coordinate the activities of the Network, including the following activities:

c. Coordinate discussion of issues of major regional significance through the Regional Development Roundtable/First Friday Luncheon working group. Chamber agrees to have First Friday meetings not less than on a quarterly basis, and agrees to convene the Roundtable more often for issues of significance. The Chamber agrees to provide SLEDP and other Roundtable members input on activities related to issues of regional significance prior to review and final approval from the Chamber's Board of Directors.

b. Revisit and if possible approve a set of updated network protocols as agreed upon by network steering committee members. Monitor compliance by Network members with the approved protocols and exclude from the Network members who have materially violated one or more such protocols.

7. Within sixty days of the end of the calendar year, provide an annual report to SLEDP, which shall include the following: (i) identification of regional economic development issues and their impact on St. Louis County, St. Louis City and the Region; (ii) results and trends from business meetings conducted by the Chamber; (iii) a review of the activities and projects undertaken by the Chamber on behalf of SLEDP within the most recently completed calendar year; and (iv) at the first SLEDP Board meeting following the end of the calendar year, or at such later date as SLEDP shall designate, an in-person report by the Chamber's leadership, reviewing the activities and projects undertaken by the Chamber in the preceding year.

8. Make available to SLEDP, free of charge, all information, data, reports, records, studies, regional economic profiles/prospectuses, and maps in the Chamber's possession and control, as may be requested by SLEDP; provided, however, that the Chamber will not be expected to violate any non-disclosure or similar legal agreement.

9. Provide to each of the St. Louis County Executive and the Mayor of the City of St. Louis a seat on the governing board of the Chamber, and to the extent mutually agreed upon from time to time, provide an 'ex officio' seat on the governing board of the Chamber to the CEO of SLEDP.

10. Provide one seat on the Chamber's Council of Investors for the St. Louis County Executive and one seat for the Mayor of the City of St. Louis. In addition, provide to the St. Louis County Executive, the Mayor and to the CEO of SLEDP a copy of all notices and agendas

of meetings of the Council of Investors, along with any attachments thereto, in advance of such meetings.

11. Make available to the CEO of SLEDP one seat on the Council of Investors and three seats on the Regional Development Roundtable/First Friday Luncheon, to fill as he/she deems appropriate.

12. Include SLEDP representation, as agreed upon, in the meetings of the industry cluster groups.

B. **ADDITIONAL SERVICES AND DATA TO BE FURNISHED BY SLEDP.**

1. SLEDP will make available to the Chamber, free of charge, all information, data, reports, records, studies and maps in SLEDP's possession and control, as may be requested by Chamber.

2. SLEDP will cause the WTC to explore with the Chamber a mutually beneficial arrangement that provides some level of reciprocity between each organization's respective members.

C. **AREAS OF MUTUAL INTEREST**. The Parties agree that they shall have on-going communication and collaboration concerning areas of mutual interest, to be discussed and agreed upon from time to time, which may include, but not be limited to, the following areas of interest: (i) Financial Services and Information Technology; (ii) Health and Biosciences; (iii) Multimodal Logistics and Advanced Manufacturing; (iv) Education Strategies; (v) International Trade and investment through the World Trade Center-St. Louis; (vi) Startups and Entrepreneurship Development; (vii) Regional Economic Development issues such as business retention, expansion, attraction, and creation; and (viii) Business Surveys. Both SLEDP and Chamber recognize that the above-listed areas are of mutual interest and that the effective delivery of programs in these areas will be enhanced through regular communication between the two entities and their regional partners regarding such areas. The parties further agree to provide one another with information regarding their events, efforts and programs by including each organization on the other's regular mailings, such as newsletters, special mailings and faxes, email communications, etc.

D. **CO-PROMOTION.** The Chamber and SLEDP agree to co-promote and acknowledge appropriate programs and efforts of the other party. Specifically, the Chamber and SLEDP agree to acknowledge the respective efforts of SLEDP and the Chamber in successful retention, expansion, and creation projects. With respect to all outside communications, the Chamber and SLEDP agree to appropriately mention SLEDP, St. Louis County, St. Louis City and the Chamber in all press releases pertaining to such projects.

E. **TERM.** The services to be rendered by the Chamber pursuant to this Agreement are to commence on the 1st day of January, 2015 and continue for a period ending on the 31st day of December, 2015.

F. **COMPENSATION**. As full compensation for the Services to be provided by the Chamber pursuant to this Agreement, SLEDP shall pay the Chamber the sum of Two Hundred Thousand and 00/100 Dollars ($200,000). Chamber and SLEDP acknowledge that $50,000 of the above $200,000 in total compensation is being provided to the SLEDP for the benefit of the Chamber by the St. Louis Development Corporation pursuant to an agreement between the SLEDP and SLDC, and Chamber and SLEDP agree to publicly acknowledge SLDC's funding and support of the Chamber as and when requested by SLDC. Notwithstanding the foregoing, in the event that SLDC or St. Louis County reduces the financial support that it provides to SLEDP, SLEDP may reduce or eliminate the

compensation it provides to the Chamber, as determined by SLEDP in its sole discretion, and such reduction shall not constitute a default of SLEDP's obligations to the Chamber under this Agreement.

G. **METHOD OF PAYMENT**. Payment of compensation will be made quarterly, in four equal installments, upon the Chamber's submission to SLEDP of an invoice**, which shall reference "Purchase Order No. 15-1526"**; provided, however, the Chamber and Partnership may mutually agree for convenience to an alternative invoicing schedule. All invoices shall be paid within thirty (30) days of SLEDP's receipt of each invoice. Notwithstanding anything to the contrary contained herein, SLEDP's continuing obligation to make payment to the Chamber is contingent upon the Chamber providing evidence that other local governmental bodies and economic development organizations are also contributing to the Chamber in commensurate amounts, and upon SLEDP's satisfaction with the Chamber's performance of its obligations under this Agreement.

H. **TERMINATION OF AGREEMENT FOR CAUSE**. If, through any cause, the Chamber shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Chamber shall violate any of the covenants, agreements, or stipulations of this Agreement, and such failure or violation shall persist following thirty (30) days written notice from SLEDP specifying the facts and circumstances of the failure or violation then SLEDP shall have the right to terminate this Agreement by giving written notice to the Chamber of such termination and specifying the effective date thereof. the Chamber shall not be relieved of liability to SLEDP for damages sustained by SLEDP by virtue of any breach of this Agreement by the Chamber, and SLEDP may withhold any payments due the Chamber for purpose of set-off until such time as the exact amount of damages due SLEDP from the Chamber is determined.

I. **CONFIDENTIAL INFORMATION**. The parties acknowledge and agree that they may from time-to-time have confidentiality obligations to third parties which may prevent them from disclosing certain information and material to the other party notwithstanding any other provision of this Agreement. Both parties agree to request of any such third parties seeking a commitment of confidentiality that the confidentiality requirement not apply to the other party.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ST. LOUIS ECONOMIC DEVELOPMENT PARTNERSHIP

By:_____
Name: Sheila M. Sweeney
Title: Interim CEO

ST. LOUIS REGIONAL CHAMBER

By:_____
Name: Joseph F. Reagan
Title: President & CEO

St. Louis Regional Chamber

Cooperation Agreement

2015

$200,000

ANDREW RUBEN

APPROVAL (Please Initial)

CEO or COO ☐ Date 8/31/15

General Counsel ☐ Date 8/31/15

CFO ☐ Date

Department Head ☐ Date

Board Approval / Report

15-SLEDP-31 Resolution # 8/26/15 Date

Report 010-1001 Date

Fund / Org 010-1001 50200 R100-99 Account

50200 R120-05

PO# 15-1526