

**CITY OF \_\_\_\_\_**  
**ECONOMIC DEVELOPMENT SERVICE AGREEMENT**  
**WITH \_\_\_\_\_ CHAMBER OF COMMERCE**

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of January, \_\_\_\_, by and between the \_\_\_\_\_ Chamber of Commerce, whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter referenced as \_\_CC), and the Economic Development Authority in and for the City of \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, a Municipal Corporation (hereinafter referenced as EDA) as follows:

WHEREAS, the parties desire to enter into a service agreement for economic development services;

WHEREAS, the private-public partnership outlined in this agreement will create operational efficiencies, maximize limited financial resources, and create a more coordinated community effort to retain and grow the greater \_\_\_\_\_ regional marketplace;

WHEREAS, we must foster relationships which allow contribution of our individual skills toward the common goal, and promote the individual strengths and unique characteristics of each entity to best match potential development prospects with sites and services to fit their needs;

WHEREAS, successful economic development processes and marketing can best be achieved through cooperative efforts focused on increasing the tax base, growing the primary economy, and providing employment to the greater \_\_\_\_\_ regional marketplace;

WHEREAS, this effort will promote an atmosphere of cooperation in pursuit of economic development in the greater \_\_\_\_\_ area, while seeking to ensure a cooperative and equitable approach to development of the surrounding cities in \_\_\_\_\_ County;

WHEREAS, cities in \_\_\_\_\_ County will provide the direct development assistance necessary in facility siting, improvements and public financing, if any, and will work to provide a smooth transition from the development and marketing effort to the ultimate acquisition of a site/facility for a development prospect;

WHEREAS, the service agreement will offer a "forum to strategically facilitate regional assets and opportunities" for the purpose of business development, and will enable us to enhance and develop our future prosperity;

WHEREAS, the objective and strategic areas of focus include to retain and grow the primary economic base of \_\_\_\_\_ and those other cities and/or counties that may join a service agreement including the following:

1. *Business Retention.* To retain and expand the existing business base, to include such activities as conducting regular business retention and expansion (BR&E) visits, and facilitating resources and services for expansion or other business development assistance.
2. *New Enterprise & Emerging Business Development.* To nurture the development of entrepreneurial and new enterprise activity and facilitate additional small business development services.
3. *New Business Development.* To attract non-local businesses to the marketplace through proactive marketing and recruitment strategies, as well as to reactively support and facilitate responses to development opportunities that approach the community.

WHEREAS, \_\_CC will serve as a facilitator, and will provide the services pursuant to terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

- 1) \_\_CC Services Subject to the terms and conditions of this agreement, \_\_CC agrees to provide Economic Development services, including but not limited to:
  - a. The services provided shall prioritize the economic and marketing services related to the primary/industrial economy, including job creating service sector businesses. The consumer retail and professional service sector development shall be encompassed, as well as further defined within the \_\_CC strategic plan as discussed in Section 1b.
  - b. \_\_CC will develop a strategic plan, updated as needed with input and approval from the EDA. The plan will identify the strengths of the regional marketplace as a site for growing or expanding a business to potential businesses, organizations and site selectors from outside and within the regional marketplace. The plan shall include clearly articulated vision, goals, objectives, and tasks as well as ongoing performance measures.
  - c. The strategic plan shall include a marketing strategy and plan. The marketing plan will incorporate the \_\_\_\_\_ web portal and the Economic Development page on the City of \_\_\_\_\_ website. The EDA will continue to host the sites and assume the general costs of maintaining the sites.
  - d. \_\_CC will facilitate initiatives targeted at retaining and growing existing businesses, including an annual program of company BR&E visits for the purpose of assessing individual and area business needs as well as identifying potential development and expansion opportunities.
  - e. \_\_CC will utilize existing local, State and Federal entities and programs including referrals to these entities when appropriate. Entities may include, but are not limited to: the Small Business Development Center located at Southwest Minnesota State University, the Department of Employment and Economic Development Workforce Center located at the \_\_\_\_\_ County Government Center, the United States Department of Agriculture Rural

- Development, Southwest Initiative Foundation, the Region Development Center, and the State Department of Employment and Economic Development.
- f. \_\_CC will maintain copies of closed or pending project files or some mechanism that enables the City to monitor, as requested, the ongoing economic development efforts. \_\_CC agrees to maintain confidentiality of these files.
  - g. \_\_CC will provide staff to compose letters, memorandum, and other business correspondence, assist with the management of city EDA related files and projects, coordinate meeting agendas, participate in presentation of information at meetings, and record meeting minutes in conjunction with the EDA Executive Director.
  - h. \_\_CC will provide staff to maintain the City of \_\_\_\_\_ website and electronic social media. \_\_CC will also provide an active representative to the City Technology Committee. The \_\_\_\_\_ City Administrator will continue to have final authority over the content and management of this site as shall be designated.
  - i. \_\_CC will provide staff to maintain the \_\_\_\_\_ web portal for current and prospective residents, business and visitors. The City Administrator will continue to have final authority over the content and management of this site as shall be designated.

2) Greater \_\_\_\_\_ Area Service Agreements.

- a. For the initial purposes of this Agreement, the services under Section 1a. shall be exclusive to the jurisdictional boundaries of the City of \_\_\_\_\_ unless otherwise specifically authorized by the EDA.
- b. The \_\_CC is encouraged to develop strategic alliances with those communities within the greater \_\_\_\_\_ regional marketplace. This area is not formally defined at this time, but would be presumed to be those geographic areas that are clearly delineated by the \_\_\_\_\_ primary sales trade area and labor shed. Those governmental entities may include counties, cities or townships for specific agreement purposes.
- c. The \_\_CC shall directly involve the EDA in planning and pursuit of strategic alliances, partnerships, and agreements as it may relate to this Agreement and future amendments.

3) Marshall Area Convention and Visitors Bureau.

- a. The \_\_\_\_\_ Convention and Visitors Bureau (CVB) is currently co-located at the \_\_CC building. The EDA and \_\_CC recognize the opportunity for continued partnerships with the CVB as it relates to their complimentary, yet more defined purpose; that is, to expand conventions and tourism to \_\_\_\_\_.
- b. The \_\_CC will continue to promote an effort of cooperation from areas of efficiency and shared purpose, including, but not limited to: staffing, facilities, communications and office infrastructure, marketing and other similar common interests.

4) Business Development Process.

- a. The \_\_CC will take a lead role in the marketing, recruitment and discussions on identifying expansion opportunities. However, expansion requests from an existing business may happen directly between the business and the City or between the business and \_\_CC. In either case, the parties with the contact shall share the information with appropriate staff to facilitate a coordinated discussion.
- b. The \_\_\_\_\_ EDA, under guidance of their Executive Director, will be engaged at the time formal discussions of expansion begin and prior to any commitments on financial resources or special assistance from the City of \_\_\_\_\_ Housing and Redevelopment Authority or EDA.

5) Governance.

- a. The City of \_\_\_\_\_ will continue to employ the City Administrator as the Executive Director of the EDA. The Executive Director of the \_\_CC shall coordinate with the EDA Executive Director in preparation of agendas, presentation of agenda items, and review minutes of the City of \_\_\_\_\_ EDA.
- b. The EDA is responsible for the execution of their authorities as outlined in their enabling resolution, bylaws, and other statutory authorities. This includes, but is not limited to administering loan funds and other incentives as deemed appropriate. The EDA agrees to administer their individual economic development programs and initiatives with advisement from the \_\_CC Executive Director.
- c. The EDA will advise the City Council in a manner that encourages business expansion and new business starts as it relates to municipal operations while also being consistent with their responsibility to residents and the general public. Further, the EDA will advise the City Council to coordinate their infrastructure development and redevelopment programs with the needs of expanding and newly locating businesses.
- d. The \_\_CC will facilitate the development of a coordinated strategic plan of \_\_CC and the \_\_\_\_\_ EDA that outlines the proposed goals and objectives for the upcoming years as well as a budget for services as outlined in Section 1 of this Agreement.
- e. The \_\_CC will facilitate an annual joint meeting between the \_\_\_\_\_ EDA and \_\_CC in which an annual report will be reviewed to be made public and presented to the City Council.
- f. The \_\_CC will coordinate with the City Administrator any budget variations or requests as needed in current budget as well as planning for future budget needs. The \_\_CC shall also participate in presentations to the EDA and City Council.

6) Staff.

- a. The \_\_CC Executive Director will be directly responsible for the oversight of the services provided in this Agreement.
- b. The \_\_CC will hold responsibility for the employment of their Executive Director. The \_\_CC and EDA recognize the importance of the \_\_CC Executive Director as it relates to this Agreement. Therefore, the \_\_CC agrees to directly involve the EDA in the recruitment and selection of any future \_\_CC Executive Director. Following notice of resignation, separation or termination of the \_\_CC Executive Director, the \_\_CC Board Chair or designee shall notify the City Administrator and EDA President. The \_\_CC Board Chair or designee, EDA President and City Administrator will work cooperatively to create a process that will involve the EDA in the recruitment and selection process. The \_\_
- c. \_\_CC will employ all other necessary staff and consultants for the execution of services as provided in this Agreement.
- d. \_\_CC will facilitate regular meetings of the economic development staff of the City to discuss business projects, share information on pending economic development projects, develop appropriate responses and provide updates.
- e. \_\_CC staff is expected to participate in regional and State economic development efforts to establish the greater \_\_\_\_\_ marketplace as the regional center of business in \_\_\_\_\_ Minnesota.
- f. \_\_CC staff shall participate in ongoing conferences and training as may be necessary to be fully informed on economic development tools and trends as they may assist in the goals and objectives outlined in the strategic plan.

- 7) Payment and Terms Monthly payments for economic development services in the amount of \$\_\_\_\_\_ shall be paid by the 15<sup>th</sup> of the month, payable in arrears on a monthly basis by the EDA. These payments will cover all costs associated with providing services to the City for economic development needs including all staff, equipment usage, materials, office space, and basic costs associated with economic development. All other costs will be funded through the EDA as approved by the EDA or through the City Administrator in accordance with City policies and procedures.

All payments shall be made to \_\_\_\_\_ Chamber of Commerce, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_.

- 8) Mutual Indemnification Obligations \_\_CC agrees to defend, indemnify, and hold harmless EDA against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of EDA and/or those of its employees or agents. EDA agrees to defend, indemnify, and hold harmless \_\_CC against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of \_\_CC and/or those of its employees or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other party any amounts in excess of the limits on liability

established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

9) General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

10) Termination Provision The Agreement shall become effective upon the date first written above and continue until December 31, \_\_\_\_\_. Both parties hereto reserve the right to terminate or amend the terms of this Agreement by providing thirty (30) days written notice to the other party. Written notice of termination shall be provided to the parties at the following addresses:

\_\_\_\_\_ Chamber of Commerce

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ EDA

c/o City of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The EDA shall pay \_\_\_CC a prorated share of the service payment as due according to the terms herein.

Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City at no cost.

IN WITNESS WHEREOF, the parties have hereinto executed this Agreement the date and year first above written.

Economic Development Authority in and for the City of \_\_\_\_\_:

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

\_\_\_\_\_  
By:  
Its: Executive Director

\_\_\_\_\_ Chamber of Commerce:

\_\_\_\_\_  
By:  
Its: Board Chair

\_\_\_\_\_  
By:  
Its: Executive Director