

AGREEMENT BETWEEN COUNTY AND THE CHAMBER OF COMMERCE

THIS AGREEMENT is made and entered into this 1st day of January, _____, between _____ County, whose address is _____, _____, __, _____ (hereinafter referenced as County), and _____ Chamber of Commerce, a municipal corporation, whose address is _____, _____, __, _____ (hereinafter referenced as __CC) as follows:

WHEREAS, the ____ County, recognizes the need for the promotion, improvement, and development of the economic and agricultural resources of ____ County; and

WHEREAS, the county desires to promote business and agriculture within ____ County, including the location and development of new businesses and the expansion and retention of existing businesses; and

WHEREAS, the County desires to develop and promote an economic and agricultural development program to assist interested cities and townships located within the County; and

WHEREAS, the __CC, in addition to its other chamber activities, has actively promoted business development and economic growth in the _____ area for the purpose of creating jobs and expanding the tax base, and as a result, has obtained specialized knowledge and expertise in this field; and

WHEREAS, the __CC is willing to provide assistance and support to the County in its endeavor to create an economic and agricultural development program; and

NOW THEREFORE, in consideration of the mutual covenants set for herein, the parties hereby agree as follows:

ARTICLE I: SCOPE OF SERVICES

The __CC will:

- A. Provide website maintenance for _____ website:
 - a. Maintain county-wide community profiles
 - b. Maintain county-wide inventory of properties available for redevelopment
 - c. Maintain county-wide community walk/business directory listing
 - d. Populate a county-wide calendar of events
 - e. Create community videos to showcase their community
- B. Continue the working relationship with area economic development groups and the County and get full acceptance of all communities.
- C. Develop, distribute, and publish marketing materials that highlight ____ County
- D. Participate and provide guidance, as appropriate, to the County on the continued development of all program pieces.

- E. Provide all necessary actions and work as it relates to our local transportation needs.
- F. Report to the County, as needed, on the status of the program development.

ARTICLE II: COMPENSATION

The County will compensate the __CC for services to complete items A – F of Article I the amount of \$__ paid by the 1st of each month and payable in arrears on a monthly basis. All payments shall be made to _____ Chamber of Commerce, _____, _____, __, _____.

ARTICLE III: MISCELLANEOUS PROVISIONS

- A. **Independent Contractor:** The relationship of the __CC to the County shall be that of an independent contractor. The County shall have no authority to direct the day-to-day activities of the __CC's employees. Those persons working for the __CC shall be employees of the __CC, subject to its exclusive management and control, and shall in no way be considered employees of the County, and that any liability that might arise under the Worker's Compensation Law of the State of Minnesota due to any injury of any employee of the __CC shall be the sole liability of the __CC.
- B. **Mutual Indemnifications:** __CC agrees to defend, indemnify, and hold harmless the County 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 County and/or those of its employees or agents. The County 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.
- C. **Applicable Laws:** This agreement shall be governed by the laws of the State of Minnesota.
- D. **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

_____ County

The County 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 County at no cost.

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

_____ County:

By:
Its: Chairman

By:
Its: Administrator

_____ Chamber of Commerce:

By:
Its: Board Chair

By:
Its: Executive Director