

City of Scottsbluff, Nebraska

Tuesday, January 19, 2016

Regular Meeting

Item Reports1

Council to consider an agreement with Twin Cities Development for support of the eCenter and authorize the Mayor to execute the agreement.

Staff Contact: Nathan Johnson, Assistant City Manager

SUPPORT AGREEMENT
for eCenter

The City of Scottsbluff, Nebraska (“City”) and Twin Cities Development Corporation (“TCD”) agree to provide support and services as set forth in this Support Agreement (“Agreement”).

RECITALS:

- A. City has adopted an Economic Plan and endorsed that Plan. One of the recommendations in the Plan was to create an Entrepreneur Center. TCD has created the “eCenter” facility in accordance with the Plan; and
- B. In addition, TCD provides economic development, marketing, grant writing and strategic planning for areas of the Nebraska Panhandle, including for residents within the City; and
- C. TCD has requested support from the City for the eCenter; and
- D. The City has determined that as long as it can maintain its current level funding, it will support TCD’s eCenter; as the support would benefit the citizens in the City; and
- E. An agreement to provide support between the City and TCD is appropriate for both parties.

AGREEMENT:

- 1. Term: This Agreement shall be for a term of twelve (12) months (the City’s fiscal year) following the date the City approves the Agreement, subject to the limitations set forth herein. All support by the City shall be addressed each fiscal year and shall be determined during the City’s budgetary process.
- 2. Services Provided by TCD: The eCenter recently established by TCD will provide service to the City by incubating new business and providing opportunities to grow new business.
- 3. Funding by the City: Provided the City continues to receive funding, the funds received by TCD from the City pursuant to this Agreement shall be used for the continuation of services related to the eCenter on behalf of the City. TCD shall report to the City Manager of the City, or the City Manager’s designee, on a quarterly basis regarding its activities.
- 4. Additional Agreement. There is an additional Fee for Services Agreement between the City of Scottsbluff and TCD. This Agreement is a separate document and shall not be

included in this Agreement. Termination of this Agreement does not constitute termination of the Fees for Services Agreement.

5. Reporting and Auditing. As a way of insuring the City's support funds will be used in compliance with this Agreement, a representative of TCD will report to the City Council at least twice per year or as requested on its activities and plans. The City's Finance Director and the director of TCD shall reconcile and audit the support account annually. The fiscal year-end reconciliation and audit shall be completed within 60 days of the close of the City's fiscal year, which closes on September 30th of each year. TCD agrees to provide the City with its most recent budget. During the term of this Agreement, TCD agrees to provide the City with its current budget after it has been approved and is available for distribution.

6. Total Support Payments to TCD: Provided the City has sufficient LB 840 qualifying funding available, the City agrees to contribute One thousand Dollars (\$1,000.00) per month for every business that occupies the ECenter located at 1620 Broadway in Scottsbluff, Ne. These payments will be retroactive to October 1, 2015. In order to qualify for a Payment, the business must occupy its space within the eCenter for at least sixteen (16) days of any calendar month. Payment will be made to TCD within thirty (30) days following the month the business occupies its space within the ECenter. Provided, the total amount of Payments to TCD for the eCenter Agreement from the City shall be limited to and not exceed Sixty Thousand Dollars (\$60,000.00) in any one fiscal year of the City during the term of this Agreement.

7. Annual Review: An annual review of this Agreement shall be conducted. Representatives of the Scottsbluff City Council and the Twin Cities Development Board shall discuss the activities, the fee for services and make necessary adjustments in services being provided. Fees can be reviewed at the end of the term of this agreement.

CITY OF SCOTTSBLUFF, NEBRASKA

TWIN CITIES DEVELOPMENT
ASSOCIATION, INC.

By: _____
Mayor

By: _____
Board President

Date: _____

Date: _____