

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports2**

**Council to consider a Fee for Services Contract with Twin Cities Development and authorize the Mayor to execute the contract.**

**Staff Contact: Nathan Johnson, Assistant City Manager**

## **FEE FOR SERVICES AGREEMENT**

Twin Cities Development Corporation ("TCD") agrees to provide support and services to the City of Scottsbluff (City) as set forth in this Fee for Services Agreement ("Agreement").

### **Recitals:**

- A. TCD provides economic development, marketing, grant writing and strategic planning for areas of the Nebraska Panhandle, including for residents within the City; and
- B. TCD has requested financial support from the City to continue economic development assistance to the City; and
- C. The City has determined that as long as TCD maintains economic development support services, it will support TCD financially on a fee-for-service basis, as the support would benefit all citizens in the City; and
- D. An agreement to provide support between the City and TCD is appropriate for both parties.
- E. The City will only pay for services/activities qualifying under the City's LB840 plan with LB840 funds.
- F. Scottsbluff City Council must approve of services/activities and sources of funds that are not specifically listed in this Agreement prior to Twin Cities Development (TCD) providing them.

### **Agreement:**

#### 1. Term:

This Agreement shall be for a period of twelve months, effective October 1, 2015 to September 30, 2016 (the City's fiscal year end). All support by the City shall be addressed each fiscal year and shall be determined during the City's budgetary process. Any additional agreements or funding of such agreements will be at the discretion of the council. if funding is available.

#### 2. Services Provided by TCD:

Base services provided by TCD include providing staff for basic economic and community development activities for the City. The base fee shall be \$7,500 per quarter to provide full time staff. This base fee will be included in the total amount referenced in paragraph 7. Additional services shall be reimbursed on a fee-for-service basis at a rate of \$100 per hour as outlined in Paragraph 3. These fees for services shall be negotiated on an annual basis and reviewed by both parties each year.

**a. Core Services**

TCD will provide the following base services under this Agreement.

- Provide day-to-day operations of an economic development office. Answer telephone and email inquiries, maintain regular office hours, assist with real estate inquiries, provide staffing for employee recruitment, marketing, start up business and business expansion and retention inquiries
- Maintain an up to date website for economic development at [www.tcdne.org](http://www.tcdne.org)
- Maintain website and job posting services at [www.wehavejobs.net](http://www.wehavejobs.net)
- Area marketing efforts and social media
- Participation in area Business and Industry tours for high school students
- Board and staff development and training

**3. Additional Fee for Services:**

As a way for the City and TCD to measure the performance of TCD, the City is being requested to reimburse TCD for the following services above the basic services as they are performed throughout the term of the agreement. City shall pay TCD \$100 per hour, billed in 15 minute increments, inclusive of expenses during the term of this Agreement for satisfactory completion of the services being rendered. Expenses for travel and related expenses will be billed at actual costs and are to be included in the monthly billing. The additional fee for services to TCD are to be included in the total amount referenced in paragraph 7.

1. Job posting services with the City of Scottsbluff that provides unlimited job postings for the City of Scottsbluff at a rate of \$1,000 per year.
2. Economic development services requested by the City of Scottsbluff at a rate of \$100 per hour. This can include, but is not limited to:
  - a) Business Retention and Expansion Visits - a minimum of 35 visits per year to maintain Certified Community Status
  - b) Provide business attraction services; provide relevant business statistics and information to interested parties.
  - c) LB840 consultation and assistance for area businesses
  - d) Community tours for area businesses
  - e) Participation in local and regional job fairs

- f) Industry trade shows for previously identified targeted industry clusters or site selector events
- g) Oversight of redevelopment projects
- h) Grant preparation and/or administration
- i) Host site selector visits, including preparation time and on-site visit time plus applicable expenses.
- j) Other economic development activities requested by Scottsbluff

4. Additional Agreements:

There is an additional Fee for Services Agreement between the City of Scottsbluff and TCD for the eCenter. The eCenter agreement is a separate document and shall not be included in this agreement. Termination of this agreement does not constitute termination of the Fee for Services Agreement for the eCenter.

5. Use of Support Funds by TCD:

Provided the City continues to receive LB840 funding, all funds received by TCD from the City pursuant to this Agreement shall be used for the continuation of services for economic development activities in the community.

6. Reporting and Auditing:

As a way of ensuring that the City's support funds will be used in compliance with this Agreement, a representative of TCD will report to the City Council on a minimum of a semi-annual basis regarding its activities and plans. TCD shall provide a copy of their Audit report to the City as soon as it becomes available. TCD agrees to provide the City with its most recent budget prior to signing this Agreement. In addition, TCD will provide the City with its current budget when it has been approved and is available for distribution for each year during the term of this Agreement. In addition, the City of Scottsbluff shall maintain a board representative(s) on the TCD Board. There is an understanding that the City's representative(s) report back to the City Council on activity related to TCD. TCD and City staff will develop a matrix for semi- annual reports

7. Total Support Payments to TCD:

The total amount of Payments to TCD for the Fee for Services Agreement, including the base fee listed in paragraph 2 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 without prior approval of the council as indicated in item 1, paragraph 1.

8. 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 each term.

CITY OF SCOTTSBLUFF, NEBRASKA

TWIN CITIES DEVELOPMENT ASSOC., INC.

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

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