

# **City of Scottsbluff, Nebraska**

**Monday, September 19, 2016**

**Regular Meeting**

## **Item Public Inp3**

**Council to receive a report from Twin Cities Development and discussion and instructions to staff regarding the contract(s) with Twin Cities Development (TCD) for the upcoming fiscal year.**

**Staff Contact: Nathan Johnson, 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.
- F. Scottsbluff City Council must approve of services/activities 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 ~~nine~~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. Funding amounts cannot be changed without notice a full six months prior to the end of the agreement term.

#### **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~~ \$10,000 per quarter to provide full time staff. 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 through~~ 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.

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.
- ~~1.2.~~ Lead generation consulting services, to attract targeted markets identified through TPMA, at a rate of \$20,000 per year. This rate is separate from, and in addition to, those services outlined in 3 (3) (j).
- ~~2.3.~~ 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 and location marketing 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) Strategic planning for economic development
- i) Grant preparation and/or administration
- j) Site selector visits, including preparation time and on-site visit time plus applicable expenses.
- k) 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.

7. Total Support Payments to TCD:

The total amount of Payments to TCD for the Additional Fee for Services Agreement from the City shall be limited to and not exceed ~~Sixty- Ninety~~ Thousand Dollars ~~(\$60,000.00)- (\$90,000)~~ in any one fiscal year of the City during the term of this Agreement.

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

**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 30<sup>th</sup> 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: 1/19/16

Date: 1/25/16