

City of Scottsbluff, Nebraska

Monday, September 15, 2014

Regular Meeting

Item Public Inp3

**Council to consider a Support Agreement with Twin Cities
Development and authorize the Mayor to execute the Agreement.**

Staff Contact: Rick Kuckkahn, City Manager

SUPPORT AGREEMENT

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. 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 its assistance to the City; and
- C. The City has determined that as long as it maintains its current level of funding, it will support TCD 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.

Agreement:

1. Term: The City will enter into this Agreement in reliance upon its current level of funding and revenue and in the event such funding and revenue is reduced, the City may terminate this Agreement, upon written notice to TCD. All support by the City shall be addressed each fiscal year and shall be determined during the City's budgetary process. This Agreement shall be for a period of one year, effective October 1, 2014 to September 30, 2015. Either party may, with a 30-day notice, terminate this Agreement with or without cause.

2. Services Provided by TCD: Services provided by TCD include: providing an economic and community development for the City, along with retention and expansion of existing employers, recruitment of new employers, marketing the City at trade shows and job fairs, grant writing, research and legislative activities, strategic planning and business and industry tours for the City.

3. Use of Support Funds by TCD: Provided the City makes funding available, all funds received by TCD from the City pursuant to this Agreement must be used for the continuation of services to the City. TCD shall report to the City Manager of the City on a regular basis regarding its activities.

4. 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 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.

5. Performance Measures. As a way for the City and TCD to measure the performance of TCD, the City asks TCD to do the following:

- (i) Recruit two (2) additional companies per year
- (ii) Rehabilitate two (2) additional homes per year
- (iii) Acquire grant funds for housing rehabilitation.

6. Early Termination: Upon early termination, the City's support to TCD shall be prorated, using a monthly basis.

7. Total Support Payment to TCD: Provided the City has funding available, the City by this Agreement shall contribute an annual amount of money to support TCD equal to \$100,000.00. These funds shall be used to provide services for the City's residents as provided in paragraph 2 above.

CITY OF SCOTTSBLUFF, NEBRASKA TWIN CITIES DEVELOPMENT CORPORATION

By _____
Mayor

By _____
Executive Director

By _____
City Clerk

Dated: _____

Dated: _____