

City of Scottsbluff, Nebraska

Monday, February 2, 2015

Regular Meeting

Item Public Inp1

Council to consider the contract with Twin Cities Development and authorize the Mayor to execute the contract.

Staff Contact: Rick Kuckkahn, City Manager

SUPPORT AGREEMENT

Twin Cities Development Corporation ("TCD") agrees to provide support and services to the City of Scottsbluff (City) 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:

Base services provided by TCD include providing staff for basic economic and community development activities for the City. The base fee shall be \$10,000 per month to provide staffing for Twin Cities Development. Additional services shall be reimbursed on a fee for service basis. 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 services under this agreement.

- Business Recruitment and Expansion (BRE) Visits – up to 40 visits on an annual basis included in the base fee,
- Site selector visits,
- LB840 application & consultation with applicant businesses,

- Participation in local and regional job fairs,
- Participation in community tours and business and industry tours for high school students

b. Unique TCD Services

TCD has undertaken a number of unique initiatives, including housing partnerships with Western Nebraska Housing Opportunities. As part of the recent strategic plan TCD plans to increase:

- Business retention services,
- Business expansion services,
- Business attraction services,
- Area marketing efforts,
- Board and staff development.

As a result of these enhanced efforts, TCD will require additional capacity, the need of which has been reflected in the base fee request.

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 for economic development activities in the community. TCD shall report to the City Manager or City Council 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. Twin Cities Development 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.

5. 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 as they are performed throughout the contract year:

- Grant preparation – costs to be negotiated on a case by case basis.
- Grant Administration – to be negotiated with city on a case by case basis - if administration duties are not compensated by the grant.
- BRE Visits above 40 per year, \$100 per occurrence
- Attendance at 2 trade shows or site selector events at a fee of \$2,500 per event –inclusive of travel expenses, registration fees, etc. Occurrences beyond 2 annually will be negotiated on a case by case basis.
- Maintenance of job posting service on www.wehavejobs.net - \$6,000 per year
- Operation of the eCenter space - \$15,000 in Year 1, to be reviewed on an annual basis. Future fees may be determined on number of occupants in the eCenter.

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 a minimum amount of money to support TCD equal to \$10,000.00 per month or \$120,000 annually. These funds shall be used to provide services for the City's residents as provided in paragraph 2 above. Additional payments shall be invoiced as incurred.

CITY OF SCOTTSBLUFF, NEBRASKA TWIN CITIES DEVELOPMENT CORPORATION

By: _____
Mayor

By: _____
Executive Director