

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into on this 20th day of February 2019, by and between the City of Minot (“City”) and the Minot Area Development Corporation (“MADC”), collectively referred to as the “Parties.”

WHEREAS, the City has final responsibility for determining the manner in which designated sales tax proceeds received by the City are to be utilized by MADC to facilitate primary sector business attraction, expansion, retention, and advocacy to diversify and strengthen the Minot trade area; and

WHEREAS, elements essential to the long-term success of the MAGIC Fund program – which is the repository, as determined by the City, of designated sales tax proceeds for expansion of the primary sector financial base of the area – include promotion, marketing and performance review to meet the MAGIC Fund guidelines and goals; and

WHEREAS, MADC is a 501(c)(6) non-profit organization, formed to diversify and stabilize the economy and is the lead economic development group for primary sector economic development for the City; and

WHEREAS, the parties have achieved a new agreement to follow through on a two month extension through February 28, 2019 of the 2018 Agreement for the providing of the services of MADC to the City and desire to memorialize the same in writing;

NOW, THEREFORE, it is hereby agreed by and between the Parties as follows:

1. Obligations of the City:
 - a. The City hereby engages MADC to provide solicitation of employment opportunities and business growth in primary sector businesses as defined by the North Dakota Century Code, and to undertake activities as requested by the City in support of addressing economic and job growth needs.
 - b. The City shall contribute the sum of \$328,500 of which one-sixth has already been accounted and paid to MADC for the calendar year 2019. Beginning March 1, 2019, payment shall be made on a monthly basis with one-twelfth of the total annual contribution of \$328,500 for the 2019 fiscal year to be made on the first day of each month, but only after receipt of a monthly invoice from MADC. For

2020, the annual amount shall be mutually negotiated between the City and MADC as part of the City Council's 2020 City budget deliberations and payment shall be on the same basis as for 2019.

2. Obligations of MADC:

- a. MADC shall market and promote the City for purposes of the attraction of new primary sector businesses and employment opportunities consistent with the City's overall goal of a sustainable, diverse economic base and economy. MADC will further seek business retention and expansion of existing primary sector businesses in the Minot area.
- b. In June 2019, MADC shall provide the City with an 18-month written plan establishing the activities, timelines, benchmarks, and goals MADC intends to undertake in order to carry out the roles and obligations set forth in Section 2 of this Agreement.
- c. MADC shall develop and deploy a comprehensive Economic Development Strategic Plan, denoting its mission, vision, targets, strategies, tactics, and performance metrics/milestones by June 1, 2020.
- d. MADC shall develop Key Performance Indicators to evaluate program success, and, if necessary, modify MADC's economic development strategy and approach, with specific attention to the primary sector businesses and changing economic conditions within its service area.
- e. MADC shall provide its monthly MADC board report and supporting documents to the City Manager/Mayor's Executive Secretary in electronic form and that report can be transmitted to the City Council and the MAGIC Fund Screening Committee by the City.
- f. MADC shall provide needed support to the MAGIC Fund Screening Committee including receiving, reviewing and conforming all applications with a primary sector nexus for the MAGIC Fund with a recommendation of disposition to the MAGIC Fund Screening Committee; and regularly meet with the MAGIC Fund Screening Committee to assess the overall progress in use of the MAGIC Fund and the status of MAGIC fund projects. MADC shall establish and maintain a

voting position on the MADC board of directors for the Mayor or his or her designee.

- g. In June and December of each year, MADC shall submit a written report to the City, setting forth the specific activities and specific deliverables taken to achieve the obligations outlined in Section 2 of this Agreement.

The term of this contract shall commence upon the execution hereof and shall continue through December 31, 2020, providing that funding for the period between January 1, 2020 and December 31, 2020 shall be based on the performance during 2019 and be negotiated during and as part of the City's 2020 budget preparation/deliberation process.

This Agreement may be amended at any time only by agreement of the Parties evidenced in writing, signed by both Parties to this Agreement.

In witness whereof, the parties have caused this Agreement to be made on the date first above written.

CITY OF MINOT

MINOT AREA DEVELOPMENT CORPORATION

By: _____

By: _____

Its: _____

Its: _____