

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into on this 5th day of April, 2021, by and between the City of Minot (“City”) and the Minot Area Chamber EDC (“MACEDC”), 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 MACEDC 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 MACIC Fund guidelines and goals; and

WHEREAS, MACEDC 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 three month extension through April 1, 2021 of the 2019 Agreement for the providing of the services of MACEDC 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 MACEDC 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-fourth has already been accounted and paid to MACEDC for the calendar year 2021. Beginning April 1, 2021, payment shall be made on a monthly basis with one-twelfth of the total annual contribution of \$328,500 for the 2021 fiscal year to be made on the first day of each month, but only after receipt of a monthly invoice from MACEDC.
- c. The City shall consider additional funding for a subscription to Location One Information System (LOIS) upon receipt of a proposal from MACEDC. Any additional funding for a LOIS subscription will be addressed in a written amendment to this Agreement, signed by both Parties.
- d. The City shall consider contributing additional funding for new initiatives upon receipt of a proposal and plan for use of such funds from MACEDC. Any additional funding for new initiatives will be addressed in a written amendment to this Agreement, signed by both Parties.

2. Obligations of MACEDC:

- a. MACEDC 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. MACEDC will further seek business retention and expansion of existing primary sector businesses in the Minot area.
- b. MACEDC shall develop a comprehensive Economic Development Strategic Plan, denoting its mission, vision, targets, strategies, tactics, and performance metrics/milestones, to be deployed by end of 2022.
- c. In June 2021, MACEDC shall provide the City with a 12-month written plan establishing the activities, timelines, benchmarks, and goals MACEDC intends to undertake in order to carry out the roles and obligations set forth in Section 2 of this Agreement.
- d. MACEDC shall develop Key Performance Indicators to evaluate program success, and, if necessary, modify MACEDC's economic development strategy and approach, with specific attention to the primary sector businesses and changing economic conditions within its service area. MACEDC shall arrange and host one (1) familiarization tour with a site selector prior to the expiration of this Agreement. MACEDC shall conduct business retention and expansion interviews.
- e. MACEDC shall provide its monthly MACEDC 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, Community and Economic Development Director, and the MAGIC Fund Screening Committee by the City.
- f. MACEDC 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. MACEDC shall establish and maintain a voting position on the MACEDC board of directors for the Mayor or his or her designee.
- g. MACEDC shall update and revise the MACEDC website and make it available with information geared towards site selectors.
- h. If the City agrees to provide additional funding for a LOIS subscription as described in Section 1.c, MACEDC shall secure a subscription to the LOIS website and place at least 75% of the listings of available land and buildings into the system prior to the expiration of this Agreement.

- i. In June and December, MACEDC 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, 2021.

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 effective to be made on the date first above written.

CITY OF MINOT

MINOT AREA CHAMBER EDC

By: _____

By: _____

Its: _____

Its: _____

Minot Area Chamber EDC (MACEDC)

STATE OF NORTH DAKOTA)

) ss

COUNTY OF _____)

On this ____ day of April, 2021, before me personally appeared _____, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

Notary Public, _____ County,
North Dakota.

My Commission Expires: _____

City of Minot

Shaun Sipma, Mayor

David Lakefield, Finance Director

STATE OF NORTH DAKOTA)

) ss

COUNTY OF _____)

On this ____ day of April, 2021, before me personally appeared Shaun Sipma and David Lakefield, known to me to be the person who is described in, and who executed the within and foregoing instrument and who acknowledged to me that he executed the same.

(seal)

Notary Public, _____ County,
North Dakota.

My Commission Expires: _____