

## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE FRUITA AREA CHAMBER OF COMMERCE CENTER AND THE CITY OF FRUITA

This Memorandum of Understanding (MOU) entered into on ~~November 19, 2024~~ December 17, 2024, is between the Fruita Area Chamber of Commerce (“FACC”) and the City of Fruita (“City”) for the provision of local business start-ups, retention, and expansion, in addition to providing Fruita businesses with a voice and support group.

#### A. BACKGROUND AND PURPOSE

The purpose of this MOU is to:

1. Establish a collaborative relationship between the City and FACC to foster local business collaboration, local business start-up, expansion, and retention efforts, maintain a local voice for local businesses, and support of local events. The City recognizes the importance of fostering a healthy business climate within its boundaries.
2. Clarify the roles of the City and FACC, including collaborative efforts and expectations regarding City funding and support of the FACC.
3. Clarify the requirements of the City’s annual financial contribution to the FACC. The annual financial contribution, subject to annual budget appropriation by the City Council, to the FACC will be divided evenly, one-third of the annual contribution contingent to Sections B, C, and D.

#### B. FACC LOCAL BUSINESS SUPPORT

The City will support a ~~local~~ Fruita Chamber of Commerce, without further restrictions, if the chamber of commerce primarily provides membership opportunities and support to local businesses within the city limits of Fruita.

#### C. FACC LOCAL BUSINESS REPORTS SERVICES

1. FACC will present to the City Council on a ~~quarterly basis~~ biannual basis and as needed and provide ~~monthly~~ quarterly written reports to City staff, the results of the following:
  - Business Retention Visits—conducting in person visits and other outreach efforts with Fruita businesses to discuss needs, challenges, expansion/reduction plans, and relevant and evolving information requested by the City of the businesses.
  - Business Surveys—electronic surveys for information sought by the partnership of this MOU.
2. FACC will provide regular business building opportunities (examples of, but completely at the FACC’s discretion): Veterans in Business, Women in Business, Business After Hours, Coffee Club Educational, and Welcome Thursday Friends (WTF).

#### **D. FACC LOCAL EVENT SUPPORT**

The FACC will host the following events after completing and adhering to the City's special event application process for each qualifying event.

- Seasonal Fruita Farmers & Makers Market annually.
- Fruita Fall Festival annually.
- Other events, if and as selected by the FACC.

#### **E. ECONOMIC DEVELOPMENT COLLABORATION**

The City leads all economic development efforts within the city of Fruita and collaborates through partnerships with the "economic development partners," including but not limited to, the Grand Junction Economic Partnership (GJEP), the Business Incubator Center (BIC), and the Fruita Area Chamber of Commerce (FACC). The City holds a separate MOU with each entity. Economic development collaboration includes:

1. The City will take the lead in advancing economic development efforts within its jurisdiction in line with the comprehensive, long-term and strategic plans adopted by City Council. The City will provide building inspection services and development review services to local businesses in a timely, efficient, and customer-friendly manner.
2. City will host the Fruita Economic Development Partners, including the Chief Executive Officer of FACC that will meet on a quarterly basis to discuss the economic needs of the community and collaboration with any applicable efforts.
3. The Chamber of Commerce will focus their efforts on supporting local businesses through onboarding new businesses to the community, existing business support, membership opportunities, and assisting the Economic Development partners with recruitment efforts of new businesses, and actively connecting businesses with the partners for applicable services.

#### **F. CITY'S SUPPORT OF FACC**

1. The City Manager will host regular meetings with the Executive Director of the FACC to coordinate efforts and maintain a simple line of communication.
2. The City will take the lead in local tourism efforts and welcomes a representative from the FACC on its Fruita Tourism Advisory Board.
3. Subject to annual approval by the City Council, lease the Old Fruita Museum, located at 432 E. Aspen Ave. to the FACC.
4. The City will provide in-kind support in the form of traffic control, within the City's resources capacity, and assistance with lighting the tree for the annual Parade of lights and annual lighting of the tree, if the FACC continues running the event. The City is open to conversation on an event-by-event basis to discuss other possible support for events.

#### **G. OTHER COLLABORATION**

1. FACC will support the appointment of a current Fruita Mayor or City Council member to their

Board of Directors selected by the Fruita City Council.

2. **Annual Program Update and Possible Funding Request:** In addition to the biannual reports to City Council, the FACC may submit an Outside Agency Funding application to the City Council annually, as part of the budget process, for specific services or initiatives proposed by FACC, to be considered by the City Council for potential funding as part of their annual budget adoption process for the following year.
3. FACC may also participate in the City's annual application process for tourism special events and mini-grant funding requests for qualifying requests.

#### **H. GENERAL RESPONSIBILITIES:**

Both Parties agree that they shall conduct their activities under the auspices of this Memorandum of Understanding in accordance with local, state, and federal non-discrimination and other applicable laws.

#### **I. TERM AND TERMINATION:**

The City or FACC may terminate this MOU at any time upon 120 days written prior notice.

#### **J. GENERAL PROVISIONS:**

1. **Amendments:** This MOU may be reviewed and amended by the City and FACC as necessary to accommodate changes in the economic development landscape or as circumstances require. Any amendments must be made in writing and signed by both parties.
2. **Notice:** Any notice or other written communication required to be given pursuant to this Agreement shall be deemed given when personally delivered; sent via electronic mail with a read receipt; or three (3) days after it has been sent by United States registered or certified mail, postage pre-paid, properly addressed to the party to receive the notice at the following address or any other address given to the other party:

If to City:

~~Mike Bennett~~  
Shannon  
Vassen  
325 E. Aspen Ave.  
Fruita, CO 81521  
svassen@fruita.org

If to FACC: Kayla Bowers  
432 Aspen Ave.  
Fruita, CO 81521  
[kayla@fruitachamber.org](mailto:kayla@fruitachamber.org)

3. Severability: If any provision of this MOU shall be held invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.
4. No Assignment: This Agreement may not be transferred or assigned by either party without the written consent of the other. This Agreement shall be binding upon and inured to the benefit of the parties and their respective successors and permitted assigns and is not intended to confer upon any other person or entity any rights or remedies hereunder.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives have executed this Memorandum of Understand effective for the dates written above.

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Shannon Vassen ~~Mike Bennett~~  
Interim City Manager, City of Fruita

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Date

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Kayla Bowers  
Executive Director, Fruita Area Chamber of Commerce

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Date