

MEMORANDUM OF UNDERSTANDING

BETWEEN THE GRAND JUNCTION BUSINESS INCUBATOR CENTER AND THE CITY OF FRUITA

This Memorandum of Understanding (MOU) entered into on November 21, 2023, is between the Western Colorado Business Development Corp., DBA Business Incubator Center (“BIC”) and the City of Fruita (“City”) for the provision of economic development services and operation and management of a co-working space. This MOU replaces the MOU between the parties dated June 18, 2013 for the development of an incubator satellite office at the Fruita Civic Center.

A. BACKGROUND AND PURPOSE

The purpose of this MOU is to:

1. Establish a collaborative partnership between the City and BIC to foster economic development and provide essential resources for the growth of businesses within the City. The City recognizes the importance of fostering entrepreneurship and economic development within its boundaries. BIC has expertise in providing business support services, including co-working space management, business loan programs, assistance with specific federal and state programs, administration of Enterprise Zone, coaching, workshops, and other programs.
2. Replace the previous MOU dated June 18, 2013 regarding the development of a business incubator program satellite office in space provided by the City at the Fruita Civic Center to reflect changes and updates to the program and use of space that have occurred since the original MOU was executed.

B. ECONOMIC DEVELOPMENT SERVICES:

1. BIC will provide economic development services, which may include, but are not limited to, the following:
 - a. Business loan program: BIC will administer business loan programs, including the Fruita Business Loan Fund pursuant to the Professional Services Agreement dated September 14, 2011 between City and BIC, providing financial assistance to eligible local businesses,
 - b. Administration of Enterprise Zone: BIC will assist businesses within the Enterprise Zone with access to tax incentives, grants, and other support.
 - c. Coaching and Mentoring: BIC will offer coaching and mentoring services to entrepreneurs, helping them with business development, strategy, and growth.
 - d. Workshops and Programs: BIC will organize workshops, training programs, and other events to enhance the skills and knowledge of local business owners and entrepreneurs.
 - e. Any additional services mutually agreed upon by both Parties, including but not limited to:

- Business Training
 - Loans, micro-loans, and incentives: State & Local Incentives, Tax Incentives Enterprise Zone, Job training incentives, manufacturing incentives, and technical assistance incentives.
 - Free and Confidential coaching and consulting and mentoring
 - Access to incentivized space at the Business Incubator Center
 - Connection to State, local and federal entities through our programs
 - Subject Matter Expertise on economic development training, business development, financial acumen, business acumen, laws and legal expertise, marketing, prototyping, intellectual property, tools, food innovation, circular economy and more.
 - Low Cost/Free classes and workshops
 - Trends, metrics & Economic Development data
 - Success stories
 - Ecosystem building strategies, training & implementation
 - Meeting with the city manager and presenting to city staff and/or city council on economic development initiatives, strategies, programs, incentives, and subject matter expertise.
2. City will take the lead in advancing economic development efforts within its jurisdiction and will work in conjunction with BIC to leverage the services and specialized knowledge offered by BIC.
 - a. Fruita Economic Development Group: The City of Fruita will develop a Fruita Economic Development group to include the Chief Executive Officer of BIC that will meet on a quarterly basis to discuss the economic needs of the community.
 - b. The Fruita City Manager will keep an open line of communication with the Chief Executive Officer of BIC and may seek support and assistance from BIC for various economic development proposals when needed.

C. CO-WORKING SPACE:

1. City provides BIC approximately 1,600 square feet of office space in the Fruita Civic Center located at 325 E Aspen as shown on the attached Exhibit A. BIC is granted a non-exclusive right, shared with other tenants and users, to utilize the existing off-street parking as well as common areas within the building, including the conference room adjoining the office space, restrooms and hallways. This space is intended for co-working purposes and various programs facilitated by BIC. This space is provided by City in lieu of any monetary contribution to BIC for their economic development services. Basic utilities, such as gas, electricity, water, sewer and trash, are covered by the City.
2. BIC will operate and manage the coworking space to provide affordable workspace, high speed internet, networking opportunities, small business workshops, classes and coaching, and easy access to other BIC programs. BIC will also be responsible for scheduling the

shared conference room adjoining their space for use by their clients as well as use by the City.

3. BIC shall provide and retain ownership of all furnishings and equipment in the space provided.
4. City retains all rights to any building or structural improvements made to the space. These improvements include, but are not limited to, the keyless entry system, carpeting, and any structural improvements. No alterations shall be made to the space without the specific written approval of the City.
5. BIC shall provide janitorial/cleaning services and routine repair and maintenance of the co-working space and conference room. BIC will provide phone, internet and any other services required and not provided by the City as noted above.

D. COLLABORATION AND REPORTING

1. The City and Business Incubator will collaborate closely to ensure the successful implementation of the co-working space and economic development services.
2. BIC will support the appointment of a Fruita nominee to their Board of Directors.
3. Annual Program Update: BIC will make an annual presentation to the Fruita City Council updating them on programs and other matters relevant to economic development.
4. BIC will collaborate with City in providing updates, data, and reports related to the additional services outlined in Section B, including any mutually agreed-upon services.
5. BIC may submit an Outside Agency Funding application to the City Council in October/November of each year for specific services or initiatives proposed by BIC, to be considered by the City Council for potential funding as part of their annual budget adoption process for the following year.

E. 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.

F. TERM AND TERMINATION:

The City or BIC may terminate this MOU at any time upon 120 days written prior notice. It is understood by both parties that the space provided by the City to BIC under this MOU may, at some future time, be required by the City for functions vital to operations of the City. Both parties mutually understand and acknowledge the necessity of the termination of this agreement in that event, and agree to cooperate in the smooth and efficient transition of the space.

G. GENERAL PROVISIONS:

1. Amendments: This MOU may be reviewed and amended by the City and Business Incubator 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
 325 E. Aspen Ave.
 Fruita, CO 81521
 mbennett@fruita.org

If to BIC: Dalida Sassoon Bollig
 2591 Legacy Way
 Grand Junction, CO 81503
 dbollig@gjincubator.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.

Mike Bennett
City Manager, City of Fruita

Date

Dalida Sassoon Bollig
CEO, Western Colorado Business Development Center

Date