

**CITY OF MARSHALL
ECONOMIC DEVELOPMENT SERVICE AGREEMENT
WITH MARSHALL AREA CHAMBER OF COMMERCE**

THIS AGREEMENT, made and entered into this 1st day of January, 2021, by and between the Marshall Area Chamber of Commerce, whose address is 118 West College Drive, Marshall, MN 56258 (hereinafter referenced as MACC), and the Economic Development Authority in and for the City of Marshall, whose address is 344 West Main Street, Marshall, MN 56258, a Municipal Corporation (hereinafter referenced as EDA) as follows:

WHEREAS, the parties desire to enter into a service agreement for economic development services;

WHEREAS, the private-public partnership outlined in this agreement will create operational efficiencies, maximize limited financial resources, and create a more coordinated community effort to retain and grow the greater Marshall regional marketplace;

WHEREAS, we must foster relationships which allow contribution of our individual skills toward the common goal, and promote the individual strengths and unique characteristics of each entity to best match potential development prospects with sites and services to fit their needs;

WHEREAS, successful economic development processes and marketing can best be achieved through cooperative efforts focused on increasing the tax base, growing the primary economy, and providing employment to the greater Marshall regional marketplace;

WHEREAS, this effort will promote an atmosphere of cooperation in pursuit of economic development in the greater Marshall area, while seeking to ensure a cooperative and equitable approach to development of the surrounding cities in Lyon County;

WHEREAS, the service agreement will offer a "forum to strategically facilitate regional assets and opportunities" for the purpose of business development, and will enable us to enhance and develop our future prosperity;

WHEREAS, the objective and strategic areas of focus include to retain and grow the primary economic base of Marshall and those other cities and/or counties that may join a service agreement including the following:

1. *Business Retention.* To retain and expand the existing business base, to include such activities as conducting regular business retention and expansion (BR&E) visits, and facilitating resources and services for expansion or other business development assistance.

2. *New Enterprise & Emerging Business Development.* To nurture the development of entrepreneurial and new enterprise activity and facilitate additional small business development services.
3. *New Business Development.* To attract non-local businesses to the marketplace through proactive marketing and recruitment strategies, as well as to reactively support and facilitate responses to development opportunities that approach the community.

WHEREAS, MACC will serve as a facilitator, and will provide the services pursuant to terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

- 1) MACC Services Subject to the terms and conditions of this agreement, MACC agrees to provide Economic Development services, including but not limited to:
 - a. The services provided shall prioritize the economic and marketing services related to the primary/industrial economy, including job creating service sector businesses. The consumer retail and professional service sector development shall be encompassed, as well as further defined within the MACC strategic plan as discussed in Section 1b.
 - b. MACC will assist with the development of a strategic plan, updated as needed with input and approval from the EDA. The plan will identify the strengths of the regional marketplace as a site for growing or expanding a business to potential businesses, organizations and site selectors from outside and within the regional marketplace. The plan shall include clearly articulated vision, goals, objectives, and tasks as well as ongoing performance measures.
 - c. MACC will help facilitate initiatives targeted at retaining and growing existing businesses, including an annual program of company BR&E visits for the purpose of assessing individual and area business needs as well as identifying potential development and expansion opportunities.
 - d. MACC will help utilize existing local, State and Federal entities and programs including referrals to these entities when appropriate. Entities may include, but are not limited to: the Small Business Development Center located at Southwest Minnesota State University, the Department of Employment and Economic Development Workforce Center located at the Lyon County Government Center, the United States Department of Agriculture Rural Development, Southwest Initiative Foundation, the Region Development Center, and the State Department of Employment and Economic Development.
 - e. MACC will maintain copies of closed or pending project files or some mechanism that enables the City to monitor, as requested, the ongoing economic development efforts. MACC agrees to maintain confidentiality of these files.
 - f. MACC will provide staff to compose letters, memorandum, and other business correspondence, assist with the management of city EDA related files and projects, coordinate meeting agendas, participate in presentation of information

at meetings, and record meeting minutes in conjunction with the EDA Executive Director and EDA Director.

- g. MACC will provide staff to develop the EDA Annual Report. The Marshall City Administrator will continue to have final authority over the content and management of this as shall be designated.

2) Greater Marshall Area Service Agreements.

- a. For the initial purposes of this Agreement, the services under Section 1a. shall be exclusive to the jurisdictional boundaries of the City of Marshall unless otherwise specifically authorized by the EDA.
- b. The MACC is encouraged to develop strategic alliances with those communities within the greater Marshall regional marketplace. This area is not formally defined at this time, but would be presumed to be those geographic areas that are clearly delineated by the Marshall primary sales trade area and labor shed. Those governmental entities may include counties, cities or townships for specific agreement purposes.
- c. The MACC shall directly involve the EDA in planning and pursuit of strategic alliances, partnerships, and agreements as it may relate to this Agreement and future amendments.

3) Marshall Area Convention and Visitors Bureau.

- a. The Marshall Area Convention and Visitors Bureau (CVB) is currently co-located at the MACC building. The EDA and MACC recognize the opportunity for continued partnerships with the CVB as it relates to their complimentary, yet more defined purpose; that is, to expand conventions and tourism to Marshall.
- b. The MACC will continue to promote an effort of cooperation from areas of efficiency and shared purpose, including, but not limited to: staffing, facilities, communications and office infrastructure, marketing and other similar common interests.

4) Business Development Process.

- a. The MACC will assist in the marketing, recruitment and discussions on identifying expansion opportunities. However, expansion requests from an existing business may happen directly between the business and the City or between the business and MACC. In either case, the parties with the contact shall share the information with appropriate staff to facilitate a coordinated discussion.
- b. The Marshall EDA, under guidance of their Executive Director and EDA Director, will be engaged at the time formal discussions of expansion begin and prior to any commitments on financial resources or special assistance from the City of Marshall Housing and Redevelopment Authority or EDA.

5) Governance.

- a. The City of Marshall will continue to employ the City Administrator as the Executive Director of the EDA and the EDA Director. The MACC staff shall coordinate with the EDA Executive Director and EDA Director in preparation of

agendas, presentation of agenda items, and review minutes of the City of Marshall EDA.

- b. The EDA is responsible for the execution of their authorities as outlined in their enabling resolution, bylaws, and other statutory authorities. This includes, but is not limited to administering loan funds and other incentives as deemed appropriate. The EDA agrees to administer their individual economic development programs and initiatives.
- c. The EDA will advise the City Council in a manner that encourages business expansion and new business starts as it relates to municipal operations while also being consistent with their responsibility to residents and the general public. Further, the EDA will advise the City Council to coordinate their infrastructure development and redevelopment programs with the needs of expanding and newly locating businesses.
- d. The MACC will help facilitate the development of a coordinated strategic plan of the Marshall EDA that outlines the proposed goals and objectives for the upcoming years as well as a budget for services as outlined in Section 1 of this Agreement.
- e. The MACC will help facilitate an annual meeting with the Marshall EDA in which an annual report will be reviewed to be made public and presented to the City Council.
- f. The MACC will coordinate with the City Administrator any budget variations or requests as needed in current budget as well as planning for future budget needs. The MACC shall also participate in presentations to the EDA and City Council, as needed.

6) Staff.

- a. The MACC President will be directly responsible for the oversight of the services provided in this Agreement with supervision from the EDA Executive Director (City Administrator).
- b. The MACC will employ all necessary staff and consultants for the execution of services as provided in this Agreement.
- c. MACC will help facilitate regular meetings of the economic development staff of the City to discuss business projects, share information on pending economic development projects, develop appropriate responses and provide updates.
- d. MACC staff is expected to participate in regional and State economic development efforts to establish the greater Marshall marketplace as the regional center of business in Southwest Minnesota.
- e. MACC staff shall participate in ongoing conferences and training as may be necessary to be fully informed on economic development tools and trends as they may assist in the goals and objectives outlined in the strategic plan.

- 7) Payment and Terms Monthly payments for economic development services in the amount of \$2,084.00 shall be paid by the 15th of the month, payable in arrears on a monthly basis by the EDA. These payments will cover all costs associated with providing services to the City for economic development needs including support staff, and basic costs associated with economic development. All other costs will be

funded through the EDA as approved by the EDA or through the City Administrator in accordance with City policies and procedures.

All payments shall be made to Marshall Area Chamber of Commerce, 118 West College Drive, Marshall, MN 56258.

- 8) Mutual Indemnification Obligations MACC agrees to defend, indemnify, and hold harmless EDA against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of EDA and/or those of its employees or agents. EDA agrees to defend, indemnify, and hold harmless MACC against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of MACC and/or those of its employees or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
- 9) General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.
- 10) Termination Provision The Agreement shall become effective upon the date first written above and continue until December 31, 2021. Both parties hereto reserve the right to terminate or amend the terms of this Agreement by providing thirty (30) days written notice to the other party. Written notice of termination shall be provided to the parties at the following addresses:

Marshall Area Chamber of Commerce
118 West College Drive
Marshall, MN 56258

Marshall EDA
c/o City of Marshall
344 West Main Street
Marshall, MN 56258

The EDA shall pay MACC a prorated share of the service payment as due according to the terms herein.

Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City at no cost.

IN WITNESS WHEREOF, the parties have hereinto executed this Agreement the date and year first above written.

Economic Development Authority in and for the City of Marshall:

By: Stacy Frost
Its: President

By: Sharon Hanson
Its: Executive Director

Marshall Area Chamber of Commerce:

By: Mike Fox
Its: Board Chair

By: Brad Gruhot
Its: MACC President