

Contract for Professional Services

This contract is made and entered into by Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3), hereafter “CEDA”, and the City of _____, a municipal corporation, hereafter “the City”, to define the terms by which CEDA shall provide technical and management expertise services to the City.

I. Agreement scope and purpose. The City hereby retains CEDA to perform to its benefit the services described in paragraph II, to the end of the City more effectively accomplishing:

- * Prevention and/or combat of community and neighborhood deterioration and revitalization of deteriorated neighborhoods;
- * Attraction and/or retention of businesses that would not, but for the assistance provided, choose to locate/remain in the area;
- * The securing of businesses who will be required to provide jobs for unemployed and underemployed residents of the community; and
- * The expansion of business opportunities for minority entrepreneurs and other entrepreneurs that are viable business opportunities to enhance the well being of the community and/or for businesses who are unable to obtain financing from conventional sources

II. Services to be provided by CEDA. CEDA agrees to provide technical and management expertise in the form of staff and materials to the City. Staff’s services, and associated materials, will be provided in order to facilitate and support the accomplishment of the City’s undertakings to the ends described in the preceding paragraph. CEDA’s staff and materials shall be made available toward efforts in the following specific arenas of the City’s needs and operations:

- * Accessing of grantor funding for the City’s economic development programming
- * Grant writing and/or grant administration for the different City’s departments and organizations.
- * Providing loan packaging services for the City’s business assistance programs
- * Providing business counseling for the City’s businesses
- * Administering local, regional and state revolving loan funds, if appropriate
- * Drafting the City’s Economic Development Annual Work Plan(s)
- * Planning, facilitating, and/or directly conducting the City’s community and business development projects, including as necessary, staffing those projects as directed by the City in consultation with CEDA. These efforts shall include (but are not limited to), the following:
 - * seeking city and county involvement
 - * developing relationships and partnerships to enhance the City’s goals
 - * preparing economic development guidelines
 - * promoting the use of local assets to support and promote value-added processes and unique based businesses
- * Assisting with local surveys related to business and industry, community, and land and buildings
- * Assisting with the City’s economic development marketing efforts and coordination through website development and maintenance
- * Coordinating and hosting forums in which the City’s economic development programming are open for the public’s review

III. Obligations of the City.

A. The City shall reimburse CEDA for staff time provided at the rate of \$ _____ not to exceed annually. This is based on an average of ____ hours per week.

- B. Materials, conferences, meetings and the like shall be paid for on a unit basis agreed to by the City in writing prior to the provision of the materials.
- C. The City shall be responsible to provide payment to CEDA within 30 days of the submission of each invoice provided by CEDA.

IV. Obligations of CEDA.

- A. CEDA is performing services as an independent contractor. Accordingly, the provision of staff by CEDA to provide technical and management expertise to the City under this Agreement neither creates a release of CEDA staff to employment at the City nor makes such staff subject to supervision by the City.
- B. CEDA has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the City or to bind the City in any manner. CEDA will not represent the contrary, either expressly or implicitly, to anyone.
- C. CEDA is solely responsible for payroll tax responsibilities related to each of its staff persons whose time is provided under this Agreement and shall acquire and maintain necessary insurance related to their efforts under this Agreement, including carrying workers' compensation insurance coverage at all times. CEDA shall supply the City with certification of such coverage.
- D. CEDA shall be responsible to invoice the City for staff time and materials provided under this Agreement on a periodic basis, no less frequently than quarterly.

V. Period/Termination. The term of this Agreement is annual, commencing January 1, 2022. The Agreement may be terminated earlier in its term upon 30 days' written notice by CEDA to the City or by the City to CEDA. Upon termination, the City shall be liable to pay CEDA on a pro-rated basis for services performed at \$_____ per year and materials provided under this Agreement prior to and through the effective date of termination, unless otherwise specifically agreed by the parties in writing.

VI. Construction of Agreement. This Agreement is to be performed and construed under Minnesota law, and supersedes any and all prior agreements and contains the entire agreement of the parties.

CITY OF _____

By _____

Its _____

Date _____

By _____

Its _____

Date _____

COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATES

By _____

Its CEO/President

Date _____