

# DRAFT

## MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MOSCOW, IDAHO AND MOSCOW CHAMBER OF COMMERCE, INCORPORATED

WHEREAS, City of Moscow, Idaho (hereinafter "CITY") is a municipal corporation of the State of Idaho; and

WHEREAS, CITY is interested in enhancing the quality of life for its citizens through well-planned economic development; and

WHEREAS, the Moscow Chamber of Commerce (hereinafter "the CHAMBER") is a non-profit corporation with a mission to promote economic development by encouraging and promoting business and marketing in the greater Moscow area; and

WHEREAS, the CHAMBER provides services to the CITY, including assistance in marketing local businesses and the community, providing information and referral services to patrons requesting CITY programs or services, assisting in economic development activities by operating in conjunction and complementing other economic development agencies in the area, including the Latah Economic Development Council, Clearwater Economic Development Association, Clearwater RC&D, Idaho Department of Commerce and Labor, and Pullman Chamber of Commerce, and Inland Northwest Partners; and

WHEREAS, the CHAMBER provides support for tourism in the greater Moscow area; and

WHEREAS, the CHAMBER is an excellent example of public-private partnership designed to create a synergy between local government and the business community; and

WHEREAS, CITY has established in its FY '03-'04 Strategic Plan, Objective No. 7, to "identify and pursue actions to promote economic and community revitalization" which includes the sub-objective to "proactively plan for and attract commercial and industrial development" and requires action strategies deemed appropriate for the CHAMBER to assist in the formulation and implementation of such plan; and

WHEREAS, CITY desires to contract with the CHAMBER for services supporting economic development within CITY.

CITY and the CHAMBER do hereby enter into this Memorandum of Understanding (hereinafter "MOU") establishing the rights and responsibilities of each party.

### **SECTION 1: COOPERATION**

CITY and the CHAMBER are jointly committed to further the assurance of a healthy economic foundation to provide for a strong and well-balanced economic environment and job market.

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CITY and the CHAMBER are jointly committed to economic development programs and projects of mutual interest, including implementation of any Goals and Objectives as described herein.

## **SECTION 2: GENERAL RESPONSIBILITIES**

*In support of economic development and marketing for the CITY, the CHAMBER shall provide the following services pursuant to this MOU:*

- Services relating to business retention and recruitment, in cooperation and complimentary to the services provided by the Latah Economic Development Council;
- Services relating to tourism, marketing and recreational opportunities in the greater Moscow and Latah County region;
- Providing referral services to patrons in need of CITY services, including transferring telephone and electronic mail to the CITY as necessary;
- Acting as a liaison between CITY and the business community, promoting cooperation and collaboration between the two;
- Assisting in administration of CITY programs relating to Moscow's business community, including formation of a potential business improvement district;
- Provide services to Moscow Urban Renewal Agency as requested by the URA; and
- Provide input and participate in developing CITY long-range planning.

## **SECTION 3: GOALS AND OBJECTIVES**

Prior to April 15, 2005, CITY and the CHAMBER shall meet and agree upon specific Goals and Objectives for the CHAMBER to perform, in addition to, and complimentary to the General Responsibilities described in Section 2 of this MOU. CITY specifically intends to support the CHAMBER's efforts in completion of the Goals and Objectives by providing information, funding and CITY staff support as agreed between the CHAMBER and CITY.

The agreed upon Goals and Objectives shall be attached as Attachment 'A' hereto and shall be incorporated herein by this reference.

## **SECTION 4: REPORTING**

The CHAMBER shall submit quarterly progress reports (due the second Monday in April, July, October and January) to City Supervisor throughout the term of this MOU. Such reports shall describe activities of the CHAMBER in performing the General Responsibilities and any progress toward Goals and Objectives established pursuant to this MOU, as well as other economic development issues pertinent to the parties' mutual interests. The CHAMBER shall also provide quarterly financial reports to CITY.

## **SECTION 5: ACCOUNTABILITY AND PERFORMANCE EVALUATIONS**

The CHAMBER shall perform the General Responsibilities described in Section 2 of this MOU and complete any Goals and Objectives contained in Attachment "A". The CHAMBER's

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performance shall be reviewed and evaluated by CITY on a quarterly basis. Such review and evaluation shall be conducted by City Supervisor or such other person or persons designated by CITY.

Review and evaluation shall be based upon reports submitted to CITY by the CHAMBER. The form of such reports shall be mutually agreed upon by CITY and the CHAMBER.

## **SECTION 6: EMPLOYMENT PRACTICES/NON DISCRIMINATION**

The CHAMBER agrees that it shall comply with all federal, state and local laws, rules and regulations relating to non-discrimination in its employment practices.

## **SECTION 7: COMPENSATION**

As compensation for services rendered by the CHAMBER in FY 2005, CITY agrees to pay the CHAMBER annual compensation in the amount of Ten Thousand Dollars (\$10,000), payable between October 1 and October 31 of each year of this MOU. Such compensation shall be subject to review of quarterly performance evaluations. In the event that CITY determines that the CHAMBER's performance is not satisfactory, CITY shall so inform the CHAMBER and a plan of improvement shall be agreed upon. The payment shall not be suspended during such improvement plan period, but the CHAMBER shall have ninety (90) days during which the plan of improvement shall be implemented. If, after ninety (90) days the CHAMBER has not performed services in accordance with this MOU pursuant to such improvement plan, CITY may terminate this MOU without further obligation to the CHAMBER.

## **SECTION 8: REGULAR MEETINGS BETWEEN CITY AND THE CHAMBER**

The CHAMBER shall meet at least one (1) time each month and send timely notice of and agenda for each meeting to CITY's representative.

## **SECTION 9: TERM**

This MOU shall be for the current budget year (October 1, 2005 to September 30, 2006) and shall renew automatically for each subsequent budget year unless either party terminates this MOU by giving notice of such termination to the other party in writing at least ninety (90) days prior to October 1<sup>st</sup>.

## **SECTION 10: NON-APPROPRIATION**

This MOU is contingent upon CITY appropriating the necessary funding to cover the obligations of CITY in regard to this MOU. In the event that such funding is not received or appropriated, then, and in that event, CITY's obligations under this MOU shall cease and each party shall be released from further performance under this MOU without any liability to the other party.

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DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CITY of Moscow:

Moscow Chamber of Commerce, Inc.:

\_\_\_\_\_  
Marshall H. Comstock, Mayor

\_\_\_\_\_  
Paul Kimmell, Chamber Director

ATTEST:

\_\_\_\_\_  
Stephanie Kalasz, City Clerk

## ACKNOWLEDGMENT

STATE OF IDAHO            )  
                                  ) ss.  
COUNTY OF LATAH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005, before me, a Notary Public in and for said State, appeared Paul Kimmell, known to me to be the person named above and acknowledged that he executed the foregoing document as the duly authorized representative for Moscow Chamber of Commerce, Inc.

\_\_\_\_\_  
Notary Public for the State of Idaho

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_