

**KANDIYOHI COUNTY AND CITY OF WILLMAR ECONOMIC DEVELOPMENT COMMISSION
DBA KANDIYOHI COUNTY ECONOMIC DEVELOPMENT (KCED)
JOINT OPERATIONS BOARD OF DIRECTORS (OB)**

MINUTES

July 11, 2024

Community Room, Heritage Bank, N.A., Willmar and Via ZOOM Video Conference

Present: Art Benson, Veronica Garcia, Jesse Gislason and Les Heitke (via Zoom)

Excused: Abdulcadir Gaal, Noah Hultgren and Mary Warszynski

Guests: Corky Berg, Joint Powers Board Liaison; Tanna Stucky, Child Care Coordinator and Leslie Valiant, Willmar City Administrator

Staff: Michelle Marotzke, Business Development Manager and Kelsey Olson, Marketing & Communications Specialist

Media: Jennifer Kotila, West Central Tribune

Secretarial: Nancy Birkeland, Legal & Administrative Assistants, Inc.

President Jesse Gislason called the meeting to order at approximately 11:08 a.m. and announced a quorum was present.

AGENDA—

IT WAS MOVED BY Art Benson, SECONDED BY Veronica Garcia, to approve the Agenda and the following Consent Agenda.

CONSENT AGENDA

- Approve: 1. Minutes of June 13, 2024;
2. Financial reports as of June 30, 2024; and
3. Paying second and third quarter payments to Willmar Lakes Area Convention & Visitors Bureau in the amount of \$12,500 as budgeted

MOTION CARRIED.

UNFINISHED BUSINESS

KCED Office Relocation Update. Michelle Marotzke reported that due to the rain, construction is moving along at the new office location at AppleTree Square (see her report). She mentioned signage for the new location is being done, as well as “Moving” and “Moved” wraps for the sign at the Elks. Joint Powers Board members Corky Berg and Steve Gardner toured the new site and were impressed with the location.

Executive Director Search Update. Berg reported the Joint Powers Board interviewed four applicants on Monday, July 8, for the Executive Director position. Each interview started with a seven minute presentation by the candidate followed by a 50 minute interview. He noted the West Central Tribune did a good job of covering the day. The decision came down to two candidates with Patrick O'Rourke standing out. Board Chair Steve Gardner and Vice Chair Vicki Davis were selected to negotiate an offer of employment with O'Rourke. O'Rourke requested additional information that was provided to him. Berg noted a thorough search was done for the position. The Joint Powers Board is waiting to hear back from O'Rourke. Leslie Valiant attended the day and noted O'Rourke was very inquisitive; she feels he will be a good fit with his experience.

NEW BUSINESS

Technology Estimate for New Location. Marotzke presented an estimate to purchase a new 65" television and to install it, as well as the current televisions at the new location.

IT WAS MOVED BY Art Benson, SECONDED BY Jesse Gislason, to purchase a 65" LG TV and other equipment as listed on the Estimate by Advanced Ministry Technologies and to engage Advanced Ministry Technologies to install the technology equipment at the new office location at an approximate cost of \$3,426.38. MOTION CARRIED.

REPORTS

Economic Development Activity. Valiant reported Popeye's started development of its property on the corner of First Street and Willmar Avenue and Les Schwab in front of Menards. Monday night the Willmar City Council will consider the tax increment financing request by Trident for a memory care center and assisted living apartment complex. Other construction includes a new Subway east of the KCED, middle school gymnasium, Bethesda and street improvements. Marotzke reported she is working with Brian Miller to market the Willmar Rail Park to prospective businesses. She contacted the U.S. Economic Development Administration representative and Mid-Minnesota Development Commission (MMDC) on funding options (see report attached). Aaron Backman approved Marotzke attending three courses given by the International Economic Development Council toward becoming a certified economic developer. She and Backman attended the NexYst 360 demonstration day at its location at the former airport; she provided information on its storage containers. Video clips of the day are on KCED's social media.

Elevate Community Business Academy. Marotzke reported information sessions will be held July 17, 19, 22 and 24 from 6:00-7:00 p.m. at the Community Room of Heritage Bank. The financial reimbursement report for the state grant is due to the Minnesota Department of Employment and Economic Development tomorrow. She is working on adjusting the Elevate budget. Sarah Swedburg has been working on business assistance services and has been doing podcasts that are posted on social media.

Childcare Program. Tanny Stucky is working through the childcare goals. Marotzke reported a meeting was held Monday evening where three goals were developed. Stucky reported a provider appreciation event will take place at The Land near New London on August 1st and she will be

holding an informal gathering possibly at Games Lake. Dave Baker will tour the new locations at the Prairie Woods Environmental Learning Center and Atwater. Marotzke reported the EDC has a signed contract with the state for the grant and a signed contract with United Community Action Partnership.

COMMITTEE REPORTS

Agriculture and Renewable Energy Development. Marotzke reported the Partners in Ag Innovation Conference went well. She and Kevin Halvorson attended the Midwest Farm Energy Conference in Morris. Niki Vandenburg of Dun Agro Hemp Group will present at the next committee meeting.

Broadband and Advanced Technology. The committee did not meet in July.

Business Retention and Expansion/Recruitment. Berg noted there was nothing new to report.

Finance. The Finance Committee has not met. Marotzke reported she met with MMDC this morning for an annual update.

Marketing and Public Relations. President Gislason reported the committee has been selecting new swag. Marotzke reported the website soft launched yesterday and will be reviewed for any edits. See Kelsey's report for additional information.

Leisure Travel. Art Benson reported there was no meeting this month.

[Kelsey Olson joined the meeting.]

WHAT'S UP?

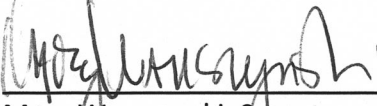
- Valiant reported the City of Willmar received a \$200,000 grant for Safe Streets for All; the comprehensive plan committee will be meeting; they are still working on a location for CURA's affordable housing development; and the CURA Nursing Home has not yet been officially sold—they are working on the paperwork.
- Les Heitke noted he has transitioned to Brookdale Senior Living by Roosevelt Elementary School. He is making progress with his physical therapy. Visitors are welcome.
- Gislason reported the Spicer apartments are filling up and the condos by Zorbaz are also selling.

ADJOURNMENT—There being no other business,

IT WAS MOVED BY Art Benson, SECONDED BY Veronica Garcia, to adjourn the meeting.
MOTION CARRIED.

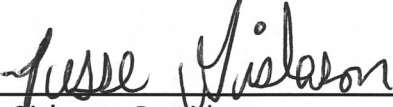
The meeting was adjourned at approximately 12:15 p.m.

NEXT MEETING—The next meeting is 11:00 a.m., Thursday, August 8, 2024 at the Community Room of Heritage Bank, Willmar.



Mary Warszynski, Secretary

APPROVED: 8/8/2024



Jesse Gislason, President

ESTIMATE

Advanced Ministry Technologies
3322 97th St. NE
Kandiyohi, MN 56251

ryanz@advancedministrytech.com
651.485.8249



Economic Development Commission

Bill to

Kandiyohi County & City Of Willmar
Economic Development Commission
222 20th St. SE
PO Box 1783
Willmar, MN 56201

Ship to

Kandiyohi County & City Of Willmar
Economic Development Commission
222 20th St. SE
PO Box 1783
Willmar, MN 56201

Estimate details

Estimate no.: 1122
Estimate date: 06/26/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		LG-65in4k	LG 65" 4k TV	1	\$785.00	\$785.00
2.		DL-HD1X4-H2	Digitalinx 1x4 HDBaseT extender distribution amp	1	\$900.00	\$900.00
3.		HDMIWP	HDMI Wall Plate	1	\$25.00	\$25.00
4.		Misc Items	30' HDMI Cable	1	\$35.00	\$35.00
5.		HDMIPATCH	HDMI Patch Cable	3	\$10.00	\$30.00
6.		CAT6	Unshielded Plenum Cat6 Cable Per Ft.	125	\$0.65	\$81.25
7.		Misc Items	Wall Mount (Flat)	3	\$100.00	\$300.00
8.		Installation	Labor/Service	12	\$85.00	\$1,020.00
					Subtotal	\$3,176.25
					Sales tax	\$250.13
					Total	\$3,426.38



TO: Joint Operations Board

FROM: Michelle Marotzke, Business Development Manager

DATE: July 11, 2024 Board Meeting

New Location Update

- The construction crews have been taking advantage of the rainy days to work hard on the new space renovations. This week they were taping walls.
- A wrap for our existing sign at the current location has been ordered. It will say "Moving Soon" with our new address. The wrap was designed so that after we move, it can be changed to "We've Moved!" with a vinyl "sticker".
- We have approved the placement of the signage for above the awning. This will be paid for by the landlord. We are working on the signage for the parking lot sign. It will be about the same size as the WACF sign and we are responsible for the cost of that. The cost of this is estimated to be \$2,000 or less.
- We are requesting approval of adding a second television on the west side of the classroom. It would be the same size as the new television we just replaced, with the other television being placed on the east side of the classroom. The estimate is all-inclusive to purchase the new television and install all three of them. If approved and purchased now, it will not affect the 2025 Budget and we have room in the Furniture & Equipment line under Office Expenses.
- I am working with DEED to revise the Elevate grant budget. There were no dollars allocated to Personnel in the first year, but a significant amount to Consultants that has not been spent. By moving funds from one line to the other, we can request reimbursement for staff salaries.

2025 Budget

- I will present the 2025 Budget to the Joint Powers Committee at their next meeting on July 25th. The next step will be to present to the County Board and City Council, so I will work with Administrators Baker and Valiant to be on the appropriate calendars.

Economic Development Activity

- Brian Miller, owner of Willmar Rail Park, is waiting for engineering to be completed for the development of rail spurs. He is working with a local business and expects the design to be ready in 4-6 weeks, at which time it can be submitted to BNSF for final approval. His goal is to begin dirt work this fall with the spurs going in next spring.
- Of the two sites in Willmar submitted to DEED on June 10th for industrial development, we heard back that Willmar did not make the first "cut" of site visits. It is possible that we could make round two if they do not choose one of the first sites. We received a request for more information from the second project, which was provided. A third project was shared with us, but it was determined to not be the right fit so we will not submit a proposal.
- I continue to work with various developers on projects that Aaron was working on. Aaron did an amazing job making introductions so both parties (me and the developers) are comfortable having conversations about projects.
- I attended the quarterly MAPCED meeting in Mankato on June 14th. We heard from DHS regarding the upcoming child care modernization draft. I also attended the DHS Listening Session in St. Cloud on June 17th. At least 100 people attended, mostly family child care providers who provided feedback about the draft. DHS scheduled four listening sessions throughout the state for family providers and centers each so the initiative foundations, including SWIF, requested and received DHS approval to facilitate additional listening sessions in their respective regions.
- On June 19th, Aaron and I attended the NexYst Field Day Demonstration. We were joined by Commissioner Gardner and Willmar Councilwoman Davis. It was a great way for people to see what their product is and how its innovation is revolutionizing the way crops are harvested and shipped.
- I attended the EDAM Summer Conference in St. Cloud on July 20th and 21st and listened to several speakers on topics ranging from development to housing to project funding. My highlight was a short visit with Commissioner Matt Varilek to express thanks for DEED's support in KandiyoHi County.

- I was able to connect a local agriculture project to funding that put them over the last barrier in moving forward with their expansion. It was an unlikely connection that didn't make sense until I asked more questions. Making these connections is the best part about this work.
- I will continue to meet with the City of Willmar Planning Department on a bi-weekly basis. These conversations have been a great way to build partnerships and understand more about what the City and Planning Commission are doing.
- I have registered for three IEDC courses toward the Certified Economic Developer (CEcD) certification. Aaron was supportive of this training as IEDC certification is highly respected in the economic development field. The courses are all virtual and include coursework in Business Retention & Expansion, Economic Development Credit Analysis, and Real Estate Development & Reuse. After these courses, I will take two electives and complete an exam for CEcD certification. In addition to elevating KCED's status as a serious economic development organization, the designation provides additional resources and networking opportunities.
- I will attend the Women in Economic Development Conference in Chicago in October.

Elevate

- We are in full swing for the Fall Session ramp-up. An email invitation for the information sessions went out on July 3rd to individuals on our waitlist and I plan to create a social media post to share on KCED's social media and with other partners. The sessions are on July 17, 19, 22, and 24 and will be held at the Heritage Bank Community Room. Once we move, these events will be held at our new location.
- I am meeting bi-weekly with Rupa from Rising Tide Capital to dig into the website and materials for Elevate. I start the instructor training course on July 9th. It is twice per week for the month of July.
- Sarah Swedburg's consultant contract was extended through the end of September. I do not anticipate another extension.
- I will attend the Rising Tide Capital Partner Meeting in Virginia in October. The cost is covered by SWIF.

Child Care Program

- The 2024 DEED Child Care Economic Development Grant contract has been signed by Aaron and submitted to DEED for final signatures. The project partners are eager to get started on their work.
- The First Children's Finance Strategic Supply Plan (SSP) meetings are going well. The SSP is a follow-up program to the 2018 Rural Child Care Innovation Program. We finished the fourth meeting on June 10th and three new goals were created. The next meeting (July 8) will be for teams to flesh out those goals and develop actions for them. One of the goals is to determine long-term sustainability of support programs for child care providers (center and family-based), so we are excited to dig into the next part of this.
- The Provider Appreciation event will be held at The Land on August 1st. Providers/employees and their guest(s) will enjoy music by Brooke & Johnny and a meal. Southwest Initiative Foundation is graciously covering the cost of the meal and drinks, and a team from the RCCIP/SSP are working on gift bag and door prize donations.
- The updated contract with UCAP for the Child Care Community Coordinator position was shared with UCAP staff on June 28th. We are waiting for a response and suggested revisions. KCED's cost has been built into the 2025 budget.

Ag and Renewable Energy

- The Partners in Ag Conference was held on Thursday, June 18th, at MinnWest Technology Campus. It went very well with over 100 attendees (in-person and virtual).
- Kevin Halvorson, chair of the Ag Committee, and I attended the Midwest Farm Energy Conference in Morris on June 26th and 27th. The West Central Research and Outreach Center (WCROC) hosted and had several speakers about topics ranging from biomass to solar arrays. They provided lunch in the gardens (which are worth a visit!) and offered tours afterward.
- Niki Vandenburg, Co-CEO of Dun Agro, will be our guest speaker at the July 18 Ag Committee meeting. We have invited the Industrial Hemp Committee to this meeting (their 7/8 meeting was cancelled due to the Executive Director interviews). She will share updates about the company's work with industrial hemp projects.

Broadband

- The Broadband Committee did not meet in July, so we do not have any update at this time.

Finance

- I am working with a potential loan client who is an Elevate graduate. There are no details to share at this time.



KANDIYOHI COUNTY

ECONOMIC DEVELOPMENT

Joint Operations Board Update 7.11.2024

Marketing Projects

- Website reviews and edits were applied. A soft launch is scheduled for 7/9 and will be available for review.
- The purchase of an eco-friendly cell phone charger has been approved. The vendor has been requested to provide a final quote.
- Continued daily marketing support for the Child Care Appreciation event and Aaron's Retirement party were conducted.
- Interviews were conducted in person for the upcoming summer newsletter to be published on July 17th. Again, the theme is specifically related to women in ag, not by purpose but by my available and popular stories.
- An interview with KWLM was conducted to promote the Partners in Ag Conference

Trainings:

- AMA Virtual Conference: Marketing Analytics
- AMA Webinar: Disability Inclusion and Accessible Marketing 101
- Golden Shovel: Building Stronger Communities: Innovative Workforce Solutions for Economic Development
- Golden Shovel: Using SEO Research to Build a Successful Economic Development Marketing Plan
- SCORE: How to Create a Marketing Plan for Your Small Business

Social Media:

- Had 9,000 impressions and a reach of 3,500 on Facebook. The reach is up 70% in the last month, and we have an 84% rate of 3-second views, which usually encompasses a full post review.
- LinkedIn reactions are up 75%, most of these derived from Aaron Backman's retirement and new executive director candidate announcements

Other Projects:

- Continue to market our rebrand through follow-through with media for KCED usage, order marketing materials, and future marketing plan execution.
- Schedule unique and intentional social media posts for both Facebook and LinkedIn, which includes sharing information and resources from partners, highlighting local businesses, and sharing community celebrations

Outreach:

- Conducted business interviews at Woody's Trucking, KandiAcres, and with Clean Chickens
- Visited businesses in New London, collecting stories at K & Co. and others for future business highlight posts while asking for donations
- Signed up to volunteer at NL WaterDays at the tractor pull
- Will provide lemonade for Atwater National Night Out

CHILD CARE COMMUNITY COORDINATOR SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this "Agreement") is entered into as of January 1, 2025 by and between United Community Action Partnership, Inc., a Minnesota nonprofit corporation with its principal office at 1400 South Saratoga Street, Marshall, MN 56258 ("UCAP"), and Kandiyohi County and City of Willmar Economic Development Commission, with its principal office at 1601 East Highway 12, Unit 3, Willmar, MN 56201 ("EDC") and, together with UCAP, the "Parties" and each a "Party").

WHEREAS, UCAP has created a new employment position called Child Care Community Coordinator (the "Coordinator"); and

WHEREAS, the Parties have agreed that it is in their mutual best interest to collaborate by sharing certain Services (as defined below); and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UCAP and EDC hereby agree as follows:

1. **AGREEMENT TERM.** This Agreement shall govern the performance of the Parties for the period from January 1, 2025 (the "Effective Date") through December 31, 2026 unless earlier terminated by either Party in accordance with the terms of this Agreement (such period of performance, the "Agreement Term"). All provisions of this Agreement shall apply to all Services (as defined below) and all periods of time in which UCAP provides the Services to EDC. The Parties may mutually agree in writing to extend the Agreement Term.

2. **SERVICES.** EDC hereby retains UCAP to provide the services set forth in this Section 2 (the "Services").

a. Professional Services.

i. For approximately sixteen (16) hours per week, the services of the Coordinator shall include, but are not limited to:

- (1) Evaluate, develop, and manage local community childcare grants and the Rural Child Care Innovation Program (RCCIP) and the Strategic Supply Plan (SSP) goals, plans and activities of EDC;
- (2) Assist in the design and maintain EDC's program development and sustainability plans, policies and procedures, as related to childcare; and
- (3) Facilitate partnerships through community outreach on behalf of EDC.
- (4) Other services as determined and agreed upon by the Parties in writing from time to time.

3. **COSTS AND PAYMENTS.**

a. **Payment Terms.** Except as set forth below, EDC shall reimburse UCAP for the Services in an amount not exceeding the actual cost to UCAP of providing such Services. UCAP shall keep time records showing the time the Coordinator worked for EDC and calculate the reimbursement amount based on the time dedicated to providing Services to EDC in accordance with the table below. UCAP shall use a similar labor- or usage-based methodology in determining any employee benefit, equipment, or shared or indirect costs expended in providing Services to EDC. Reimbursement shall be at the following rates:

[Coordinator Wages]

Hourly Salary Amount	\$
Hourly Fringe Benefit Amount	\$
Hourly Salary+ Benefit Subtotal	\$
8-10% Shared or Indirect Costs	\$
Total Hourly Compensation	\$

[Facilities/Equipment]

8-10% Shared or Indirect Costs	\$
Total Hourly Rate	\$

Reimbursements by EDC under this Agreement shall not exceed \$29,900 in each calendar year of 2025 and 2026. If financial obligations exceed \$29,900 for any year of this contract, the costs will be paid by UCAP unless mutually agreed upon by the Parties in writing. Costs incurred shall only be necessary and allowable to carry out the Services and shall be incurred in accordance with applicable laws, regulations and conditions or policies.

b. **Invoices.** On or before the last day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, UCAP shall submit invoices, in a form supplied by EDC, for the most recent month ended, to EDC, setting forth actual expenditures of UCAP over such period in accordance with this Agreement. UCAP shall make available to EDC sufficient information with each invoice to support the reimbursement computation. If UCAP fails to submit an invoice within the periods set forth in the first sentence of this Section 3(b), the failure to invoice will be deemed a waiver of the right to reimbursement and a donation to EDC of the unreimbursed amount due to the late invoice.

c. **Taxes: Unrelated Business Income Tax.** Each Party shall be solely responsible for all tax filings, returns and payments required by any federal, state or local tax authority in connection with such Party's obligations under this Agreement. UCAP is solely responsible for reporting and paying any taxes, penalties and interest determined by the applicable taxing authority to be owed on the reimbursement payments made by EDC to UCAP under this Agreement, including reporting any unrelated business taxable income and paying any unrelated business income tax.

4. **SUPERVISION: COMPLIANCE WITH POLICIES.**

a. Oversight of Coordinator. During the course of performing the Services, the Coordinator shall be supervised by and report to EDC's Business Development Manager. If the Business Development Manager is unavailable, the EDC's Executive Director may fill in.

The Parties agree that any changes to the supervisory and reporting obligations above require prior written approval by the Parties.

b. Compliance With Policies. The Parties agree that the Coordinator shall be subject to and comply with the policies and procedures of EDC during the course of performing Services for EDC.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.**

a. Independent Contractor Relationship: No Authority to Act for Other. The relationship of UCAP to EDC is that of an independent contractor and not of an employee/employer, agent/principal, pass-through entity/subrecipient, joint venturer, or partner. Neither Party shall hold itself out as an agent or representative of, or purport to speak or act on behalf of, the other; nor shall either Party have the power or authority to act for the other, or to bind or obligate the other to a third party or commitment in any manner. The Parties shall hold themselves out as separate, independent entities.

b. Contracting with Other Parties. UCAP may render services to third parties during the Agreement Term provided that such services do not violate its confidentiality obligations to EDC.

c. Employment Matters. Neither UCAP nor the Coordinator shall be deemed to be an employee of EDC. The Coordinator shall remain solely the employee of UCAP at all times and subject to their employment terms and conditions with UCAP. The Parties agree that this Agreement will not affect the at-will employment status of the Coordinator. UCAP shall have sole authority to hire and fire the Coordinator providing Services to EDC under this Agreement.

d. No Employee Benefits. The Coordinator shall not be eligible to participate in any of EDC's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. EDC shall not provide workers' compensation, disability insurance, Social Security, or unemployment compensation coverage or any other statutory benefits to the Coordinator. UCAP agrees that it is solely responsible for reporting, withholding and paying income, Social Security, Medicare and other employment taxes due to the proper taxing authorities with respect to the Coordinator. EDC agrees not to withhold Social Security, Medicare or income taxes from its payments under this Agreement or to make Social Security or Medicare payments or unemployment compensation contributions on UCAP's behalf.

6. **COMPLIANCE WITH LAWS.** UCAP shall perform all Services under this Agreement in accordance with all applicable federal, state and local laws. The term "federal, state and local laws" as used in this Agreement shall mean all applicable statutes, rules, regulations, executive

orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term.

7. **CONFLICT OF INTEREST.** Each Party maintains its own written Conflict of Interest Policy that complies with federal and state requirements. To the best of its ability, UCAP shall direct the Coordinator to comply with EDC's Conflict of Interest Policy and to act in the best interest of EDC during the performance of the Services.

8. **RECORD RETENTION AND ACCESS.** UCAP shall maintain all records, books, and documents related to its performance of the Services under this Agreement (including without limitation personnel, property, financial and medical records) for a period of three (3) years following the date that EDC makes the last payment to UCAP under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. UCAP shall make all records, books, papers and other documents that relate to this Agreement available upon reasonable request for inspection, review and audit by the authorized representatives of EDC.

9. **WORKSPACE NEEDS.** EDC will provide a desk, office chair, and locking file cabinet for the Coordinator in a semi-private location at the EDC's office, located at 1601 East Highway 12, Unit 3, Willmar, Minnesota 56201. The Coordinator will have access to EDC's printer and classroom space for activities related to the professional services described in Section 2.

10. **CONFIDENTIALITY.** Except with the prior written consent of the other Party or to the extent required by law, each Party will keep confidential, and will not disclose or use for its benefit or the benefit of any third party, any confidential information obtained from the other Party except in connection with its activities under this Agreement. Confidential information may include, without limitation, information about personnel, funders, clients, operating procedures, strategies, financial results, funding opportunities, and information the Parties may obtain through ordinary course interactions among their respective employees. Confidential information does not include information generally available to the public, independently developed information and information already known by the receiving Party before entering into this Agreement or that is rightfully obtained by the receiving Party from sources other than the other Party to this Agreement. All confidential information furnished under this Agreement will remain the property of the furnishing Party and shall be returned, upon request, to the furnishing Party to the extent possible upon the expiration or termination of this Agreement.

11. **INTELLECTUAL PROPERTY RIGHTS.** EDC shall own all intellectual property created for EDC by the Coordinator providing Services during the Agreement Term ("Work Product"). All Work Product is work made for hire to the extent allowed by law. UCAP hereby makes all assignments necessary to accomplish the foregoing ownership. UCAP shall assist EDC to further evidence, record and perfect such assignments and to perfect, obtain, maintain, enforce and defend any rights assigned. UCAP hereby irrevocably designates and appoints EDC as its agents and attorneys-in-fact, coupled with an interest, to act for and on UCAP's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by UCAP and all other creators or owners of the applicable Work Product.

12. INDEMNIFICATION.

a. Indemnification Obligations. Each Party (the "Indemnifying Party") shall hold the other Party and its employees, officers, directors, agents and representatives (collectively, the "Indemnified Party") harmless from any and all costs, claims, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, resulting from any claim, demand, suit, or other legal proceeding made by any third party arising from any breach by the Indemnifying Party, its employees, officers, directors, agents or representatives of its obligations under this Agreement. The Indemnifying Party will have no obligation to indemnify any Indemnified Party to the extent the liability is caused by such Indemnified Party's gross negligence or willful misconduct or by any breach of such Indemnified Party of its obligations under this Agreement.

b. Procedures. Each Party's indemnification obligations under this Section 11 are subject to the Indemnified Party: (1) providing prompt written notice of any claim for which defense is sought; (2) allowing the Indemnifying Party to assume the exclusive defense and control of such claim and its settlement, provided that the Indemnifying Party will obtain the Indemnified Party's consent to any compromise or settlement of a claim that does not fully discharge the Indemnified Party of all liabilities and obligations; and (3) cooperate with the Indemnifying Party (or its insurer) with all reasonable requests in assisting the defense of such claim.

13. TERMINATION.

a. Termination for Convenience. Either Party may terminate this Agreement by providing written notice of such termination to the other Party, which notice shall take effect ninety (90) days after delivery of the notice by the terminating Party.

b. Immediate Termination. Either Party may terminate this Agreement immediately upon providing written notice of such termination to other Party if: (i) the other Party materially breaches any of its obligations under this Agreement; or (ii) either Party experiences a termination, suspension, or reduction of funding that materially impacts its ability to perform any of its obligations under this Agreement.

c. Termination for Coordinator Performance. Upon providing thirty (30) days' written notice to UCAP, EDC may terminate this Agreement if EDC is dissatisfied with the performance of the Coordinator in providing Services to EDC, provided that EDC has provided prior written notice to UCAP of the performance deficiency and attempted in good faith to work with UCAP and the Coordinator to improve performance. Any termination under this Section 12(c) will apply only to the provision of the Coordinator's Services, and the remainder of the Agreement will remain in full force and effect following such termination.

d. Disposition of Property. Upon termination of this Agreement, UCAP shall return all property and Work Product associated with the Services to EDC, and EDC shall pay UCAP any outstanding or unreimbursed fees and expenses incurred in performance of the Services according to the procedures set forth in Section 3(b). Each Party shall return to the other Party, at its own

expense and as directed by the other Party, any confidential information belonging to the other Party. Both Parties shall cooperate in good faith to bring all activities under this Agreement to an orderly conclusion to minimize the adverse impact on the communities they each serve.

e. Survival. The provisions of Sections 3(b), 3(c), 5, 9, 10, 11, 12, 13 and 14 will survive termination of this Agreement regardless of the reason for such termination.

14. **DISPUTE RESOLUTION**. The Parties shall notify each other in writing of any intent to pursue a claim against the other for breach of any terms of this Agreement. No suit may be commenced for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within such ninety-day period, UCAP's Community Service Director and EDC's Business Development Manager shall meet for the purpose of attempting resolution of the dispute.

15. **GENERAL PROVISIONS**.

a. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota, without giving effect to the conflicts of laws provisions thereof.

b. Integration. This Agreement contains the entire agreement of the Parties and supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.

c. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as giving any person, corporation or other entity other than the Parties any right, remedy or claim under or in respect of this Agreement or any provision hereof.

d. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

e. Waiver of Breach. The waiver by either Party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other Party of the same or of different provisions.

f. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective and permitted successors, transferees and assigns. Neither Party may assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without the other Party's prior written consent, which such Party may withhold in its sole discretion.

g. Notices. Notices required by this Agreement shall be made in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as described above shall be effective on the date received. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to UCAP:

Heather Jeseritz
Community Service Director
200 Fourth Street SW
Willmar, MN 56201
320-235-0850

If to EDC:

Michelle Marotzke
Business Development Manger
222 20th Street SW
P.O. Box 1783
Willmar, MN 56201
320-235-7370

h. Amendment. Any amendment to this Agreement shall be reduced to writing, signed by an authorized representative of each Party and attached to this Agreement.

i. Counterpart Execution: Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. Such executions may be transmitted to the other Parties by facsimile or other electronic transmission and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by its duly authorized officer as of the day and year first written above.

UNITED COMMUNITY ACTION PARTNERSHIP, INC.

By: Debi Brandt 07/10/2024
Debi Brandt
Executive Director

**KANDIYOHI COUNTY AND CITY OF WILLMAR
ECONOMIC DEVELOPMENT COMMISSION**

By: Aaron A. Backman
Aaron Backman
Executive Director