

## CONTRACT SERVICES AGREEMENT

This Agreement is made and entered into this 13th day of April 2009, by and between the City of Billings, a Montana Municipal Corporation, hereinafter referred to as the "City", and the Billings Industrial Revitalization District, Inc., a Montana not-for-profit Corporation, hereinafter referred to as the "BIRD".

### WITNESSETH

WHEREAS, the City has duly adopted an urban renewal plan for the East Billings Urban Renewal Area pursuant to Title 7, Chapter 15, Part 42, MCA, the Urban Renewal Plan; and,

WHEREAS, the City has duly approved the use of tax increment financing for the Urban Renewal Area pursuant to Title 7, Chapter 15, Part 42, MCA, the Tax Increment District; and,

WHEREAS, the City has approved the Downtown Billings Framework Plan and incorporated all or a part of the Framework Plan into the Urban Renewal Plan for the Urban Renewal District, and recognizes that the BIRD was formed to advise the City on the Framework Plan and the Urban Renewal Plan; and,

WHEREAS, the City wishes to contract with the BIRD for the performance of certain services and tasks related to the Urban Renewal Plan and the Downtown Billings Framework Plan; and

WHEREAS, the BIRD has entered into a services agreement with the Downtown Billings Partnership, Inc., (**Exhibit C**) to provide staffing and office facilities for BIRD activities related to this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Work Plan.**

The BIRD shall perform the work plan described in **Exhibit A**, which is attached hereto and by this reference incorporated herein. The work plan may be amended annually as mutually agreed to by the parties.

2. **Term of Agreement.**

This Agreement is for the period between the date of this Agreement and June 30, 2010. This Agreement will automatically renew for additional one-year periods

unless terminated by either party, with or without cause, upon issuance of a sixty (60) days written notice that the agreement will be terminated. The terms and conditions of the Agreement may be amended as mutually agreed to by the parties.

**3. Compensation.**

The City shall budget and pay to the BIRD for services rendered, as outlined in **Exhibit B** – Budget. Payment shall be made from tax increment funds and shall be paid on or before June 30, 2010. Payment is subject to the availability of funds in the City EBURD account at the time payment is due. If sufficient funds are not available in the EBURD account on or before June 30, 2010, a reduced payment equal to the funds available will be accepted by the BIRD as payment in full and no amount of debt shall be carried forward by the City. The BIRD shall submit an annual budget to the City for the EBURD account. The City shall have authority to approve the annual Operations Budget of the BIRD.

**4. Reports.**

The BIRD shall provide quarterly verbal and written progress reports to the City in September, January, April and July, of each year and will provide additional copies of the written report to School District 2 and Yellowstone County.

An Annual Report shall be provided to the City each July with information regarding the operational and financial activities of the BIRD consistent with Montana Code Annotated Section 7-15-4237.

**5. Grants and Loans of TIF Moneys.**

The BIRD shall engage in predevelopment discussions with private development entities pursuant to the goals of the Urban Renewal Plan.

The BIRD shall facilitate development with the assistance of appropriate City staff.

The BIRD shall write and submit all Development Agreements and loans of TIF money to be presented to the City for approval by the City Council.

The BIRD shall advise the City on the implementation of approved Urban Renewal Projects, prepare verbal and written reports to the City regarding these projects and facilitate and submit appropriate payment request letters to the City.

All grants and loans shall be itemized in the BIRD's quarterly reports and Annual Report.

6. **Political Activity.**

No City Funds may be used for political purposes including support or opposition of political candidates or support or opposition of any legislative action.

7. **Project Administration.**

Any project to be funded by TIF dollars which, in the opinion of the City Administrator or designee, will become the responsibility of the City through ownership, maintenance or any other reason, shall involve the appropriate City departments beginning at the planning phase and through completion. Where practical, such projects shall be administered by the City with input and guidance from the BIRD.

The BIRD shall administer all grant, loan, incentive and funding programs in accordance with program guidelines approved by the City Council and is authorized to execute agreements and documents in accordance with the approved program guidelines.

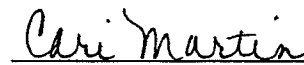
City of Billings

Billings Industrial Revitalization District, Inc.

  
\_\_\_\_\_  
Ron Tussing, Mayor

  
\_\_\_\_\_  
BIRD Board Member

Attest:

  
\_\_\_\_\_  
Cari Martin, City Clerk