

2021 Service Level Agreement (SLA):

Between:

The Municipalities of Dieppe, Moncton and Riverview

And

3+ Corporation

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Section 1: Definitions

1. In this Service Level Agreement, the following terms shall have the following meanings:
 - a. The term "Municipalities" means the City of Dieppe, the City of Moncton and the Town of Riverview.
 - b. "Chief Administrative Officer" or "Chief Administrative Officers" means the Chief Administrative Officer for the City of Dieppe and/or, the City of Moncton and/or the Town of Riverview.
 - c. Within this Agreement, in public or in private, the term "3+ Corporation" may be used interchangeably with the term "3+", "economic development agency" or "agency".
 - d. "Chief Executive Officer" means the President and CEO of 3+ Corporation.
 - e. "Greater Moncton Economic Development Team" means a standing working group of economic development representatives from the Municipalities, 3+ Corporation and other community or economic development stakeholders.
 - f. "SLA Administrative Team" means representatives from 3+ Corporation and/or the Municipalities who oversee the administration of the service level agreement between the municipalities of Dieppe, Moncton, Riverview and 3+ Corporation.
 - g. "Services" means economic and community economic development services provided by 3+ Corporation to the Municipalities or on behalf of the Municipalities to the community and/or citizens.
 - h. The "Greater Moncton Region" means the geographic area made up of the Municipalities of Dieppe, Moncton and Riverview.
 - i. The "Economic Region" means the geographic area made up of Kent, Westmorland and Albert Counties

Section 2: Preamble

1. This Agreement is a resulting instrument of a Memorandum of Understanding (MOU) between the Municipalities.
2. The Municipalities agree to collaborate and cooperate on areas of mutual interest as it pertains to regional economic development.
3. The Municipalities agree to function as one voice to government on issues related to regional economic development and growth.
4. The Municipalities agree to collaborate on a regional economic development strategy.
5. The Municipalities commit to collaboratively growing the regional economy, specifically with 3+ Corporation as it pertains to workforce development and regional economic development, achieving economic growth via:
 - a. Strengthening the region's ability to attract, retain and sustain a talent pool that is poised to meet employers demand for labour;
 - b. Ensuring that the region is delivering efficiently and effectively services to the business community through an enhanced regional service delivery model; and
 - c. Launching entrepreneurship and business start-ups
 - d. Regional communications and marketing
6. The Municipalities agree to co-invest in a regional economic development agency to deliver on the regional economic development strategy and provide regional services in the following areas:
 - a. Implementation of the Regional Workforce Development Strategy
 - b. Services for entrepreneurship and business start-up; and
 - c. Regional communication/marketing.
 - d. Regional Client Service Model
7. Subject to any other terms of the Agreement, the Municipalities each agree to pay 3+ an annual amount in the form of a grant.
 - a. Annual funding for the regional economic development agency will be shared on the basis of the distribution of tax assessment per municipality.

Section 3: Guiding Principles

1. The Municipalities and 3+ agree to enter into this formal Service Level Agreement which will provide guidance and structure on the services and roles undertaken for regional economic development.
2. The Municipalities and 3+ are entering into this Agreement in good faith and are open to collaborating and cooperating with other economic development partners in areas of mutual interest as it pertains to regional economic development.
3. The Municipalities agree to:
 - a. Be joint partners within an effective economic development model;
 - b. Retain the services of 3+ to collaborate as part of the Greater Moncton Economic Development Team, which may include other economic development partners, which will enable new employment opportunities, diversify the economy and generate more private sector growth.
4. For the purposes of this Agreement, 3+ shall be proactive in its approach to partnership, openness and collaboration with the Municipalities as well as with other community or economic development stakeholders.
5. 3+ shall ensure transparency and accountability in its service delivery, its financial reporting, its dealings with the Municipalities and with the community and in all programs it establishes.
6. All businesses and citizens within the Municipalities are to have equal access to 3+ services.
7. 3+ services shall complement existing stakeholders and/or private sector services and/or programming.
8. 3+ shall be proactive and effective in service delivery and in its decision making on program and service offerings.
9. 3+ shall foster economic growth through the strengths and advantages of the Municipalities and the Economic Region of Southeastern New Brunswick.
10. 3+ shall collaborate as part of the Greater Moncton Economic Development Team in the delivery of specific programs and activities and shall include the Municipalities as an informed, participating and contributing member of the team.
11. 3+ shall be a neutral, regional agent in the delivery of its services. 3+ shall not prejudice or be partial to any individual municipality and 3+ shall act, represent, operate and report for the economic benefit of the Greater Moncton Region.
12. 3+ reporting and accountability measures, as agreed upon between the Municipalities and 3+, will be based solely on a regional perspective for public or outward facing reporting; the Municipalities will require data or information from 3+ at the Municipal level for internal administrative and planning purposes. The Municipalities require that reporting of services to the business community be made available specific to each municipality.

Section 4: Services and Deliverables

1. Regional Client Service Model

- a. 3+ shall establish and coordinate a regional client service model with goals to:
 - i. Work towards aligning service delivery amongst partner stakeholders.
 - ii. Develop a no-wrong door approach for regional business services related to economic development, orienting clients to the most appropriate in-house or external resources or partners.
 - iii. Assist in the promotion of regional economic development services, lead when services are directly provided.
 - iv. Identify methods and processes to improve multi-stakeholder hand-off of client files upon referral, respecting privacy and confidentiality regulations and limitations, with the goal of improving the client service experience and improving end-to-end efficiency of service delivery.
 - v. 3+ shall lead in the education of all stakeholders on the regional client service model and the responsibilities and roles of each stakeholder.
 - vi. Utilize, leverage and expand the usage of the Tiet customer relationship management (CRM) for the purposes of making referrals between 3+ Corporation and the Municipalities.

2. Workforce Development

- a. 3+ shall be responsible for the implementation of the Regional Workforce Development Strategy.
- b. As part of the Regional Workforce Development Strategy, 3+ shall oversee the overall functioning of the regional governance structure, where the mandate is to:
 - i. Deliver on the established Southeast Labour Market Partnership (SLMP) that provides strategic direction, guidance, leadership and support for the implementation and monitoring of the Regional Workforce Development Strategy
 - ii. Provide support to working groups responsible for each priority areas identified by the Southeast Labour Market Partnership Council in its strategic and work plan.

3. Entrepreneurship and Business Start-Up

- a. 3+ shall lead regional efforts and delivery of services to new entrepreneurs with measurables as agreed upon by the Municipalities and 3+.
- b. 3+ shall coordinate with other agencies, programs, private sector partners and financial institutions to provide a comprehensive referral system complementing services offered directly by 3+ Corporation.

- c. 3+ shall create and identify an entrepreneurship model, approach or plan to achieve and grow successful business start-ups.
- d. 3+ shall identify realistic and specific entrepreneurship and business start-up key performance indicators; and define specific outcomes and measurables on the effectiveness of entrepreneurship / business start-up services.
- e. 3+ shall provide business counselling, business start-up and aftercare services for entrepreneurs or aspiring entrepreneurs.
- f. 3+ shall assist and guide entrepreneurs in the development of business plans and other supporting documentation.
- g. 3+ shall coordinate available resources for the mentorship and education of entrepreneurs to increase survival rates and improve entrepreneurial / managerial competencies.
- h. 3+ shall consult with, engage and make referrals to the Municipalities, as required and for better client service for the purposes of (but not limited to):
 - i. site selection
 - ii. to obtain locational information
 - iii. information relating to municipal infrastructure
 - iv. information relating to zoning matters
 - v. information relating to building inspection matters
 - vi. information relating to urban growth areas.

4. Communications and Marketing

- a. 3+ will create a regional economic development Communications and Marketing Plan with measurable objectives as agreed upon by the Municipalities and 3+.
- b. 3+ will consult with the Municipalities in the development of a Communications and Marketing Plan.
- c. The Communications and Marketing Plan as developed by 3+ shall address the promotion and marketing of the Greater Moncton Region both within the region and the province.
- d. The Communications and Marketing Plan shall address the brand of the Greater Moncton Region within the Province.
- e. 3+ and the Municipalities are to coordinate in order to minimize overlapping regional and municipal economic development related marketing, promotional and advertising efforts.
- f. 3+ shall provide to and share with the Municipalities the marketing materials for client dissemination.
- g. 3+ shall make reasonable efforts to identify external funding sources, third-party partnerships and any other mechanisms which could expand 3+'s capacity to extend the scope and reach of marketing activities.

Section 5: Collaboration

1. With respect to the Greater Moncton Economic Development Team:
 - a. Each year, 3+ shall organize a minimum of eight (8) meetings of the Greater Moncton Economic Development Team in order to facilitate communication and collaboration on a variety of active and planned economic development activities.
 - b. 3+ shall schedule said meetings regularly and sufficiently in advance. 3+ shall make a call for agenda items to Greater Moncton Economic Development Team with the agenda circulated at least five (5) days in advance of the date set for each meeting.
 - c. Said meetings can be general in nature, covering overall activities and progress or can be designed for specific topics requiring more in-depth discussions.

2. With respect to the SLA Administrative Team:
 - a. Each year, 3+ shall organize a minimum of four (4) meetings of the SLA Administrative Team in order to facilitate communication and collaboration on the administration of this SLA and the fulfillment of its terms.
 - b. 3+ shall schedule said meetings regularly and sufficiently in advance. 3+ shall make a call for agenda items to SLA Administrative Team with the agenda circulated at least five (5) days in advance of the date set for each meeting.
 - c. Said meetings can be general in nature, covering overall activities and progress or can be designed for specific topics requiring more in-depth discussions.
 - d. Agenda items should be related to topics covered within this Agreement.
 - e. The SLA administrative team will be the main formal means of collaboration and communication between staff of the Municipalities and staff from 3+.

Section 6: Term and Subsequent Agreement

1. 3+ recognizes and acknowledges that the 2021 SLA is a transition year. 3+ recognizes and acknowledges that some responsibilities of the previous 2017-2020 SLA have been mutually agreed upon to omit from the 2021 SLA, including:
 - a. Regional Economic Development Strategic Plan;
 - b. Business Expansion – job Growth from Current Employment Base;
 - c. Investment Attraction; and
 - d. Communications and Marketing outside the region

2. The Municipalities and 3+ Corporation intend to enter into agreement for a 2022-2024 Service Level Agreement. The following matters are in scope and must be finalized as part of that process:
 - a. 3+ and the Municipalities, through the SLA Administrative Team, shall:
 - i. Explore broader partnership models
 - ii. Explore opportunities to grow and evolve the Greater Moncton Economic Development Team, its members, composition, governance and delivery structure for the betterment of the Greater Moncton Region
 - iii. Finalize areas of responsibility where 3+ may play a lead regional role and areas where 3+ may play a support role

 - b. For the purposes of finalizing the 2022-2024 SLA, 3+ acknowledges the benefit of focusing its mandate. The following areas of focus should be explored:
 - i. Implementation of workforce development strategy
 - ii. Entrepreneurship and business start-up service
 - iii. Regional communications/marketing

 - c. The 2022-2024 SLA will clarify 3+'s role with respect to Investment Attraction, International communications/marketing (Regional Brand) and the Regional Client Service Model as determined and recommended by the Greater Moncton Economic Development Team.

 - d. A 3+ budget for the 2022-2024 SLA must be established based upon identified areas of focus.

 - e. It is the intent of the Municipalities and 3+ to finalize the terms of the 2022-2024 SLA by June 30, 2021. The Municipalities agree to present a draft of same to 3+ for its review on or before April 1, 2021.

Section 7: Terms and Conditions

1. The Term of this Agreement shall commence January 1, 2021 and shall continue to December 31, 2021.
2. 3+ shall produce an annual update on the Regional Economic Development Strategic Plan; an annual Business Plan and annual Budget; and annual measurable outcomes achieved by 3+ in conducting its operations in a manner that aligns to the Regional Economic Development Strategic Plan and to the terms of this Agreement.
3. 3+ acknowledges that the Municipalities' operating grant(s) are conditional upon 3+ demonstrating through an Annual Report and regular reporting activities that its operations will achieve the level of service specified in this Agreement based on measureable outcomes agreed upon by the Municipalities and 3+.
4. 3+ is funded to promote the region via the Municipalities' annual financial grants; and no supplemental financial contributions from the Municipalities for regional advertisements will be considered.
5. The Municipalities will endorse 3+'s efforts in recruiting and securing private sector funding to extend core municipal funding via aforementioned grants. Municipalities, through their best efforts will encourage private sector partners to consider investing in economic development.
6. This Agreement may terminate either at the request of 3+ or at the joint request of the Municipalities prior to the expiration of any renewal of this Agreement, upon the occurrence of one of the following events, whichever occurs first:
 - a. Notice of termination is given to the Municipalities by 3+ that, despite negotiations in good faith and reasonable efforts made between the parties to this Agreement to settle the amount of the annual grant to be received by 3+, the amount appropriated by the Municipalities, for 3+ is insufficient to enable it in any substantial way to perform its responsibilities under this Agreement.
 - b. The Municipalities and 3+ agree in writing at any time to the termination of this Agreement.
 - c. 3+ or a joint request of the Municipalities may terminate this Agreement upon six (6) months written notice to the other party.
7. In the absence of a replacement Agreement formulating the terms of this Agreement beyond its end date, the Municipalities will provide 3+ with their formal intent to renew or terminate this Agreement no later than six (6) months before the end date of the present Agreement.
8. Based on current funding levels, the Municipalities hereby appoint 3+ (or future appellation thereof) for the term of this Agreement to undertake on behalf of the Municipalities, services ("Services") as an independent partner, on the terms and conditions set out in this Agreement and 3+ hereby accepts such appointment.

Section 8: Performance Measurements

1. 3+, as part of its Performance Measurables, shall report to the Municipalities on several global and 3+ specific measurements which are to be agreed upon between the Municipalities and 3+; said Performance Measurables shall serve to provide qualitative and quantitative measurement of the impact/results of the services provided by 3+ on the regional economy.
2. The impact/results of the services provided by 3+ will be tracked solely on a regional basis, as per the municipality-neutral mandate of 3+.
3. During the term of this Agreement, 3+ shall report on the agency's outcomes and results specific to deliverables under this agreement.

KPIs 2021
Entrepreneurship and Start-Up Development
Impact Based
Number of business startups with company name and civic address
Number of jobs created by company name and civic address
Total of SEED Loan approved for expansion
Number of immigrant businesses created with assistance from 3+
Total SEED Loan Applicants
Total of SEED Loan Recommendations to the Committee
Total Number of SEED loan applications approved
Total value of SEED loans approved
Activity Based
Number of individuals business counselling sessions by municipality
Number of entrepreneurship workshops offered.
Number of attendees at entrepreneurship workshops
Number of individuals attending exploratory visits at 3+
Conversion process from exploratory visits
Workforce Development
Number of local employers/industry associations engaged for youth experiential learning opportunities
Number of tools/videos created to support youth activities/experiential learning
Number of toolkits created - HR/Diversity/
Number of target industry profiles developed
Number of LMI reports created and shared
Number of surveys created and disseminated
Number of students participating with the IDEA Centre Entrepreneurships
Number of Guest Speakers/Facilitators for the IDEA Centre
Marketing and Communications
Completion of a Marketing and Communications Plan Strategy
Hire a Marketing and Communications Coordinator
Number of promotional campaigns to promote businesses success stories
Leads Qualified

Regional Client Service Model
Number of referrals received - referral source - Dieppe/Moncton/Riverview/elsewhere
Number of referrals made to municipalities
Number of Clients serviced by 3+ - Entrepreneurship
Number of Clients serviced by 3+ - Workforce Development
Number of Clients serviced by 3+ - Investment Attraction
Number of educational sessions on the Regional Client Service Model

Section 9: Governance and Reporting

1. 3+ will provide a copy of its incorporation and by-laws to the Municipalities.
2. 3+ shall provide to the Municipalities within one hundred and twenty (120) days of 3+'s year end, a Balance Sheet, an Income Statement and Audited Financial Statements as approved by the Board of Directors of 3+, in accordance with its bylaws.
3. In order to be transparent, a confidentiality agreement will be signed by staff at both 3+ and the Municipalities to allow the sharing of all necessary and appropriate information between all parties to this Agreement.
4. To administer the present Agreement, the assigned point of contact for each municipality will be their respective Chief Administrative Officer; for 3+, the point of contact is identified as the Chief Executive Officer.
5. The municipal Chief Administrative Officers shall be appointed as non-voting *ex officio* members to the 3+ Board of Directors.
6. In the event any claim, dispute or other matter shall arise between the parties hereto during the term of the present Agreement:
 - a. Such dispute shall be referred initially by the party raising the dispute to the other party in writing for a position that the latter shall give in writing within a reasonable time. The initial reference shall be at the level of Chief Executive Officer of 3+ and the Chief Administrative Officer(s) of the Municipalities;
 - b. If such dispute is not satisfactorily settled between the parties within thirty (30) days, it shall be submitted to the Board Chair of 3+ and the Mayor(s) of the Municipalities in which case failing resolution, the parties have their termination remedies as set out in Section 6.
7. 3+ shall provide a minimum of one (1) progress presentation per year at a joint meeting of the Municipal Council(s) of Dieppe, Moncton and Riverview. The progress presentation should focus on:
 - a. Detailing 3+'s annual work plan based on its role in the Regional Economic Development Strategic Plan.
 - b. The organization's work and activity in each area of responsibility.
 - c. Specific outcomes and measurables for each area of responsibility.
 - d. Activity on the horizon, anticipated issues or areas of special interest.

Section 10: Effective Date of Service Level Agreement

1. This service level agreement shall become effective (the "Effective Date") upon the _____ day of _____, 2020 having been previously ratified by:

- a. The City of Dieppe;
- b. The City of Moncton;
- c. The Town of Riverview; and
- d. 3+ Corporation.

City of Dieppe

Witness

Mayor

Witness

City Clerk

City of Moncton

Witness

Mayor

Witness

City Clerk

Town of Riverview

Witness

Mayor

Witness

Town Clerk

3+ Corporation

Witness

Chief Executive Officer

Witness

Board Chair