

**2022-2024**

**Service Level Agreement (SLA):**

**Between:**

**The Municipalities of Dieppe, Moncton and Riverview**

**And**

**3+ Corporation**

**Table of Contents**

Section 1: Definitions ..... 3

Section 2: Preamble ..... 4

Section 3: Guiding Principles ..... 5

Section 4: Services and Deliverables ..... 6

Section 5: Collaboration ..... 8

Section 6: Terms and Conditions ..... 9

Section 7: Performance Measurements ..... 11

Section 8: Governance and Reporting..... 12

Section 9: Effective Date of Service Level Agreement ..... 13

## 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 professionals from the Municipalities, 3+ Corporation, the Chamber of Commerce for Greater Moncton and other local and/or regional economic development partners and representatives.
  - 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” or “Tri-Community Area” means the geographic area made up of the Municipalities of Dieppe, Moncton and Riverview.
  - i. The “Economic Region” or the “Southeast Region” means the geographic area made up of Kent, Westmorland and Albert.

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 grow the regional economy.
6. The Municipalities agree to co-invest in a regional economic development agency to deliver on the following areas:
  - a. Workforce Development;
  - b. Entrepreneurship and Business Start-Up;
  - c. Communications and Marketing related to Workforce Development and Entrepreneurship/Business Start Up initiatives.
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 3+ will be calculated on the basis of the distribution of tax assessment per municipality.
  - b. The funding distribution ratio shall be reviewed and adjusted on an annual term based on the previous year's tax assessment ratio.
  - c. The annual funding may be subject to modifications based on the level of responsibilities or mandates assigned to 3+ Corporation.

## 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 and 3+ agree to participate within an effective economic development model and ecosystem which may include other economic development partners.
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 and services must be delivered in both official languages.
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+ in this Agreement, 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

3+ agrees to provide the following services, in accordance with the Performance Measurements described under Section 7 of this Agreement where applicable:

1. Workforce Development
  - a. 3+ shall be responsible for the implementation of “The Greater Moncton Regional Workforce Development Strategy”, attached hereto as Appendix “C”.
  - 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.
    - iii. Implement identified priority workforce strategy action items which 3+ has been identified to lead.
2. 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
    - vii. Advise the municipalities of new business openings in the respective municipal jurisdictions
    - viii. Permits, licenses, regulations and registration.
3. Communications and Marketing
- a. 3+ will be responsible to develop a communications and marketing plan related to:
    - i. Workforce Development and
    - ii. Entrepreneurship and Business Start-Up
  - b. The Communications and Marketing Plan should have measurable objectives as agreed upon by the Municipalities and 3+.
  - c. 3+ will consult with the Municipalities in the development of a Communications and Marketing Plan.
  - d. The Communications and Marketing Plan, as developed by 3+, shall address the promotion and marketing of the Workforce Development and Entrepreneurship and Business Start-Up services and initiatives either within the Greater Moncton Region, the Southeast Region, the Province or out of Province, as necessary.
  - 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. These efforts should compliment (and not compete with) any efforts or initiatives of the Greater Moncton Economic Development Team.

Section 5: Collaboration

1. With respect to the Greater Moncton Economic Development Team:
  - a. 3+ shall fully attend and participate in the meetings of the Greater Moncton Economic Development Team in order to facilitate communication and collaboration on a variety of active and planned regional economic development activities.
  
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: Terms and Conditions

1. The Term of this Agreement shall commence on January 1, 2022 and shall continue to December 31, 2024.
2. Following 3+ Corporation’s Annual General Meeting, 3+ shall provide an annual Business Plan, Work Plan and Annual Budget (for the next year) to the Municipalities by the conclusion of the second quarter.
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. Budget allocation

- a. Based on the assigned Services and Deliverables per the terms of this Agreement, the Municipalities agree to pay a 2022 base grant as follows:

Year	Moncton	Dieppe	Riverview
2022	\$309,370	\$115,092	\$56,068

- b. By the conclusion of the second quarter of each year, 3+ shall provide the Municipalities with an Annual Budget (for the next year) which will contain a total amount 3+ requires from the Municipalities for services to be provided under this Agreement;
- c. By the conclusion of the third quarter of each year, the Municipalities will examine and decide if it is in Agreement with the amount requested by 3+;
- d. Once 3+ and the Municipalities are in agreement on said required amount, as stated under 4b and 4c herein, the Municipalities will each provide 3+ with an amount proportionate to each of their respective tax base; said tax base amount will be as provided for by the Government of New Brunswick between the months of September and December of each year; and for example and better clarity and certainty, in 2022 the amounts to be paid by each Municipalities have been calculated upon the following:

2021 Annual Tax Base as provided for by the Government of New Brunswick			
	Moncton	Dieppe	Riverview
2021 Tax Base	\$8,862,057,654	\$3,296,950,850	\$1,606,161,200
Portion/ratio to be paid under Agreement for	64.381%	23.951%	11.668%

- e. The amounts to be paid by each Municipality will be adjusted each year, based on the tax bases as provide for by the Government of New Brunswick.

5. 3+ is funded to deliver regional services via the Municipalities' annual financial grants; as set out in Clause 4 above; and no supplemental financial contributions from the Municipalities for regional advertisements will be considered.
6. The Municipalities may endorse 3+'s efforts in recruiting and securing private sector funding to extend core municipal funding via aforementioned grants where considered appropriate in the Municipalities' sole discretion. Municipalities will continue to encourage private sector partners to consider investing in economic development.
7. 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:
  - 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.
8. 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. If such notice has not been given, this Agreement shall automatically renew for an additional one (1) year term.
9. 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.
10. All parties agree that this Agreement may not be assigned to any other party without the prior written consent of the Municipalities.

Section 7: 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. 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.
4. During the term of this Agreement, 3+ shall report on the agency's outcomes and results specific to deliverables under this agreement per Appendix B.

## Section 8: 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 the municipalities a quarterly progress report on outcomes and deliverables related to the Key Performance Indicators under Section 7.
8. Following 3+ Corporation's Annual General Meeting, 3+ shall provide the municipalities an annual summary report on outcomes and deliverables related to the Key Performance Indicators under Section 7.
9. 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 9: Effective Date of Service Level Agreement

1. This service level agreement shall become effective (the “Effective Date”) upon the \_\_\_\_\_ day of \_\_\_\_\_, 2021 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

Appendix A

The following is an overview of the areas of responsibility and transitioning of roles as the SLA is finalized and the expanded Greater Moncton Economic Development Team (GMEDT) is established.

Areas of Responsibility	2020	2021	2022	2023	2024
Develop expanded GMEDT Terms of Reference		M 3+			
Establish expanded GMEDT		G			
Renew / refresh the Regional Economic Development Strategy 2023-2028			G*		
Coordinate implementation of 2023-2028 Regional Economic Development Strategy				G	G
Regional Client Service Model	3+	3+	G*	G*	G*
Business expansion (BRE) - job growth from current employment base	N/A	N/A	G*	G*	G*
Investment Attraction	3+	3+ to G*	G*	G*	G*
Regional Communications and Marketing	3+	3+ to G*	G*	G*	G*
Workforce Development	3+	3+	3+	3+	3+
Entrepreneurship and Business Start-Up	3+	3+	3+	3+	3+
Communications and Marketing related to Workforce Development and Entrepreneurship/Business Start-Up	3+	3+	3+	3+	3+
<b>Legend</b>					
<b>3+</b>	3+ Corporation				
<b>G</b>	Expanded Greater Moncton Economic Development Team				
<b>M</b>	Municipalities				
<b>G*</b>	Expanded GMEDT Working Groups: Regional Economic Development Strategic Plan Regional Client Service Model Business Expansion – Job Growth from Current Employment Base Investment Attraction Regional communications and marketing (outside NB)				

Appendix B

KPIs and targets to be set annually between 3+ and the SLA administrative team based on priorities for that year.

KPIs 2022-2024	Targets
<b>Entrepreneurship and Start-Up Development</b>	
<b>Impact Based</b>	
Number of BIE Businesses created by company name and civic address	15
Number of Impact Businesses created by company name and civic address	20
Number of full-time jobs created	30
Number of part-time jobs created	20
Total Impact Loan Applications	30
Total of Impact loan recommendations to the committee	20
Number of Impact loan applications approved	20
Value of Impact Loans Approved	\$250K
Economic Impact of Startups Assisted by 3+	\$2,287,500
<b>Activity Based</b>	
Number of individuals business counselling sessions by municipality	350
Number of entrepreneurship workshops offered.	15
Number of attendees at entrepreneurship workshops	60
Number of individuals attending exploratory visits at 3+	20
Conversion process from exploratory visits	5
Create and identify an entrepreneurship model, approach or plan to achieve and grow successful business start-ups.	March 2022
<b>Workforce Development</b>	
Number of local employers/industry associations engaged for youth experiential learning opportunities	20
Number of tools/videos created to support youth activities/experiential learning	5
Number of toolkits created - HR/Diversity/	2
Number of target industry profiles developed	10
Number of LMI reports created and shared	30
Number of surveys created and disseminated	5
Number of students participating with the IDEA Centre Entrepreneurships	40
Number of Guest Speakers/Facilitators for the IDEA Centre	30
<b>Communications and Marketing</b>	
Completion of a Marketing and Communications Plan Strategy	January 2022
Number of promotional campaigns	100
Leads Qualified	70

Version 7.2

Appendix C

The Greater Moncton Regional Workforce Development Strategy

The Greater Moncton Regional Workforce Development Strategy is available on the 3+ website.

English: [https://3plus.ca/wp-content/uploads/2020/04/GM-Regional-Workforce-Strategy\\_Nov12\\_2019.pdf](https://3plus.ca/wp-content/uploads/2020/04/GM-Regional-Workforce-Strategy_Nov12_2019.pdf)

French: [https://3plus.ca/wp-content/uploads/2020/04/Strategie\\_du\\_developpement\\_de\\_la\\_main-d\\_oeuvre\\_du\\_GM\\_FR\\_FINAL\\_-1.pdf](https://3plus.ca/wp-content/uploads/2020/04/Strategie_du_developpement_de_la_main-d_oeuvre_du_GM_FR_FINAL_-1.pdf)