

**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 staff from the Municipalities and 3+ Corporation.
  - f. "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.
  - g. The "Greater Moncton Region" means the geographic area made up of the Municipalities of Dieppe, Moncton and Riverview.
  - h. The "Economic Region" means the geographic area made up of Kent, Westmorland and Albert.
  - i. "Investment Attraction" refers to the pursuit of growth opportunities by attracting new businesses or enterprises from outside the province to invest in the region.

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 and to increase the tax base, achieving economic growth via:
  - a. New investment attraction and joint regional marketing and promotion (with other levels of government and other potential partners);
  - b. Job growth from the existing employer base; and
  - c. Launching local entrepreneurial start-ups.
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. Business expansion including job growth from current business base;
  - b. Services for entrepreneurship and business start-up; and
  - c. Regional investment attraction.
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 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.

## 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 lead 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 lead 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 may require data or information from 3+ at the Municipal level for administrative and planning purposes.

#### Section 4: Services and Deliverables

1. Regional Economic Development Strategic Plan
  - a. 3+ shall lead an initiative, with the active participation of the Municipalities and other key stakeholders, to develop a Regional Economic Development Strategic Plan.
  - b. The Regional Economic Development Strategic Plan should create a vision and general strategic objectives for economic growth for the Greater Moncton Region, based on current and future economic strengths and opportunities.
  - c. The Regional Economic Development Strategic Plan should include both activity-based and outcome-based measurements as agreed upon by the Municipalities and 3+.
  - d. 3+ Corporation shall finalize the Regional Economic Development Strategic Plan by September 30, 2017.
  - e. The Regional Economic Development Strategic Plan shall be reviewed annually.
  - f. 3+ agrees that, at all times during the term of this Agreement, the Regional Economic Development Strategic Plan will be in place as the foundation and guiding vision for regional economic development activities.

2. 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 first point-of contact approach for key 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.

3. Business Expansion - Job Growth from Current Employment Base
  - a. 3+ shall create a regional business expansion / growth from within plan with measurable as agreed upon by the Municipalities and 3+.
  - b. As part of a regional business expansion / growth from within plan, 3+ shall develop action items, tactical plans and specific measurable targets to:
    - i. Obtain and share subjective and quantitative information on regional businesses and sectors.
    - ii. Develop and coordinate sector-based approaches to further develop these sectors as agreed upon.
    - iii. Identify business ecosystem opportunities to bridge existing businesses with new companies investing in the Greater Moncton Region, new innovative start-ups, and with other regional assets such as universities, colleges (etc.) with the goal to strengthen the Greater Moncton Region's position in each of its key economic sectors.
    - iv. Identify opportunities and challenges to growth within regionally established businesses; and, as needed, coordinate with other levels of government and private sector partners in order to identify and act upon said opportunities and challenges.



4. Workforce Development

- a. 3+ shall deliver a Workforce Development Plan, with agreed upon measurables, aligning regional role within provincial and federal initiatives.
- b. As part of a Workforce Development Plan, 3+ shall develop action items, tactical plans and specific measurable targets to:
  - i. Increase employment and the employment base.
  - ii. Identify and fill job/employment vacancy.
- c. 3+ shall engage and work directly with the private sector to identify and understand the workforce challenges and opportunities in the Greater Moncton Region to:
  - i. Align the right labour and talent to meet the needs of the private sector.
  - ii. Grow the workforce.
  - iii. Work with federal and provincial departments and agencies as well as post-secondary institutions and industry groups to ensure training initiatives match the Greater Moncton Region job opportunities.
- d. 3+ shall engage, involve and keep the Municipalities informed on 3+'s Workforce Development Plan and initiatives to align regional and Municipal initiatives.
- e. 3+ shall inform and coordinate with Municipalities and other stakeholders, either directly or via working committees formed, in advance of any outbound workforce attraction mission.

5. Entrepreneurship and Business Start-Up

- a. 3+ shall lead regional efforts and delivery of services to new entrepreneurs with measurable 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 a 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 and engage the Municipalities, as required and for better client service and in the process of site selection, to obtain locational information, information relating to municipal infrastructure, information relating to zoning compliance, or information relating to building inspection matters and information relating to urban growth areas.

## 6. Investment Attraction

- a. 3+ shall deliver an Investment Attraction Strategy in collaboration with the Municipalities and stakeholders with measurables as agreed upon by the Municipalities and 3+.
- b. 3+ shall create and lead a Greater Moncton Economic Development Team which shall include municipal economic development staff with representatives from each of the Municipalities.
- c. Deliberate, targeted investment attraction prospecting shall be coordinated, addressed and planned with the Greater Moncton Economic Development Team.
- d. Wherever confidentiality and sensitivity of investment attraction files preclude dissemination of information amongst the Greater Moncton Economic Development Team, efforts will be made by the Municipalities and 3+ to communicate all non-identifiable information that is permissible.
- e. The Greater Moncton Economic Development Team shall respect the confidentiality and sensitivity of information being shared, with responsibility by all to declare any conflicts, competitive restrictions and any other impediment to the regular conduct of the team.
- f. With input from the Greater Moncton Economic Development Team, 3+ shall function as the main point of contact for Province of New Brunswick's lead economic development organization or department.
- g. 3+ shall request quarterly meetings with Province of New Brunswick's lead economic development organization or department and the Greater Moncton Economic Development Team shall coordinate and discuss business attraction and investment attraction opportunities during said meeting(s).
- h. 3+ shall coordinate regional sales (in-missions) with the Greater Moncton Economic Development Team; and 3+ shall make every effort to build an appropriate in-mission plan, to allow sufficient time, and to prepare, and deliver agendas in advance.
- i. 3+ shall communicate, coordinate and promote the essential steps and actions to ensure regional readiness for in-missions with the Greater Moncton Economic Development Team.
- j. 3+ shall conduct, to the best of its abilities and available information, proper due diligence on active leads, and conduct responsible business intelligence .

7. 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 and outside the market.
- d. The Communications and Marketing Plan shall address the brand of 3+ and/or the Greater Moncton Region.
- 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. Yearly, 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.
2. 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.
3. Said meetings can be general in nature, covering overall activities and progress or can be designed for specific topics requiring more in-depth discussions.
4. It is recommended that agenda items should be related to topics covered within this Agreement.
5. The Greater Moncton Economic Development 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 Initial Term of this Agreement shall be for a term commencing on the execution of this Agreement and shall continue to December 31, 2017.
2. The Additional Term of this Agreement between the Municipalities and 3+ shall be a three (3) year funding term from January 1, 2018 through December 31, 2020.
3. 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.
4. 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+.
5. Subject to any other terms of this Agreement, the Municipalities agree to annually pay a grant to 3+ based on the following:
  - a. 3+ shall provide the Municipalities with an annual Budget which will contain a total amount 3+ requires from the Municipalities for services to be provided under this Agreement;
  - b. The Municipalities will examine and decide if it is in Agreement with the amount requested by 3+;
  - c. Once 3+ and the Municipalities are in agreement on said required amount, as stated under 5 a. and 5.b 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 2018 the amounts to be paid by each Municipalities have been calculated upon the following:

<b>2017 Annual Tax Base as provided for by the Government of New Brunswick</b>			
	<b>Moncton</b>	<b>Dieppe</b>	<b>Riverview</b>
<b>2017 Tax Base</b>	\$8,081,924,600	\$2,989,354,185	\$1,484,775,450
<b>Portion/ratio to be paid under Agreement for 2018</b>	64.367%	23.808%	11.825%

- d. The amounts to be paid will be adjusted each year, based on the tax bases as provide for by the Government of New Brunswick between the months of September and December.

6. 3+ is funded to promote the region via the Municipalities' annual financial grants; as set out in Clause 5 above; and no supplemental financial contributions from the Municipalities for regional advertisements will be considered.
7. 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.
8. 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.
9. 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.
10. 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 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. During the initial term of this Agreement to December 31, 2017, 3+ shall report on the agency’s outcomes and results specific to (but not limited to):
  - a. Number of in-missions
  - b. Number of outbound sales mission
  - c. Details on business and investment projects achieved
  - d. Number jobs generated and number of jobs filled
  - e. Number of established start-ups and associated job creation
4. A future list of measurements(s) shall be developed and agreed to between the Municipalities and 3+ resulting from the development of the Regional Economic Development Strategic Plan and shall reflect final activities and priorities, and also subject to restrictions such as information availability, privacy, confidentiality and reliability. The future list of measurement(s) will be active and applied to the Additional Term of this Agreement from January 1, 2018 through December 31, 2020.

Potential measurements may or may not include:

<p><b>Global</b></p> <ul style="list-style-type: none"> <li>• New investment – number and value of leveraged investment</li> <li>• Job creation and jobs filled</li> <li>• Incremental taxes to the provincial government</li> <li>• Incremental taxes to the municipalities</li> <li>• Productivity and innovation measures</li> <li>• Return on investment to the Municipalities</li> </ul>	<p><b>Entrepreneurship Development</b></p> <ul style="list-style-type: none"> <li>• Number of Program Applicants</li> <li>• Number of Admissions</li> <li>• Number of Established start-ups</li> <li>• Economic Impacts of Startups</li> <li>• Number of jobs created</li> </ul>
<p><b>Workforce Attraction</b></p> <ul style="list-style-type: none"> <li>• Employment and Employment Base</li> <li>• Vacant jobs or job opportunities in the economy</li> <li>• Trends and statistics on jobs by sector</li> <li>• Jobs filled by company name and location</li> </ul>	<p><b>Investment Attraction</b></p> <ul style="list-style-type: none"> <li>• Number of in-missions</li> <li>• Number of outbound sales missions</li> <li>• New business &amp; investment projects achieved</li> <li>• Job creation and jobs filled</li> </ul>



## 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. 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.
6. 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 \_\_\_\_\_, 2017 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

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Witness

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Mayor

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Witness

\_\_\_\_\_  
Town Clerk

3+ Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Board Chair