

**Proposed Amendment A:**

**4. Reports:** Chamber shall provide written monthly reports to the SEDA General Manager describing the activities and related expenditures for the categories of programs and initiatives set forth above. Chamber shall make public presentations of its activities to SEDA or the City Council upon request.

~~Chamber and the SEDA General Manager shall meet and confer about the format of all reports required under this Paragraph after the effective date of this Agreement and jointly develop the appropriate reporting forms prior to the first due date of the reports described herein. Chamber shall promptly respond to any request for additional information from the City of Stillwater, SEDA, or the SEDA General Manager relating to performance under this Agreement.~~

The parties agree that Chamber performance of the deliverables identified in Section 2 of this Agreement shall be evaluated in accordance with the industry-recognized metrics set forth in *Making it Count: Metrics for High Performing EDO's February 3, 2014*, developed by the International Economic Development Council. Immediately upon final execution of this Agreement, the SEDA General Manager and the Chamber Executive shall meet and identify the specific metrics to be utilized in from said source in the evaluation of Chamber performance under this Agreement. The selected criteria shall be submitted to the Chamber Board of Directors and SEDA Trustees for review and approval **prior to implementation no later than November 1, 2016**. ~~Once adopted,~~ Chamber shall prepare and submit to SEDA no later than **December 31, 2016, a preliminary performance appraisal, utilizing these evaluation metrics, and no later than August 31, 2017, an annual report utilizing these evaluation metrics.** Said annual report shall also include a year-end accounting of all funds received and expended by Chamber under this Agreement.

**Proposed Amendment B:**

**3. Compensation:** SEDA shall pay Chamber the sum of two hundred fifty thousand dollars (\$250,000.00) for the services to be rendered herein. Said compensation shall be paid in two (2) semi-annual installments of one hundred twenty-five thousand dollars (\$125,000.00), the first being due on July 1, 2014~~6~~ and the second due January 1, 2015~~7~~. Chamber acknowledges that all funds received by it under this agreement shall be used as set forth herein and for no other purpose. **Disbursement of funds due January 1, 2017, shall be contingent upon Chamber submission and City Council acceptance of an acceptable preliminary performance appraisal as set forth in Section 4 of this Agreement.**