

**AN AGREEMENT TO ESTABLISH AN ECONOMIC DEVELOPMENT SERVICES PLAN  
BETWEEN THE CITY OF AUBURN, CITY OF LEWISTON, and the LEWISTON\_AUBURN  
ECONOMIC GROWTH COUNCIL (LAEGC)**

This Agreement is made and entered into this 12 day of March, 2014 between the City of Auburn, City of Lewiston (collectively the Cities) and the Lewiston Auburn Economic Growth Council (LAEGC) for the purpose of establishing an Economic Development Services Plan (the "Plan") for the continuation of joint economic development services. The Plan inclusive of the will help guide the work of LAEGC and provide a framework for the approach to cooperative economic development that the Cities and LAEGC will employ for the next 2 years.

**WHEREAS**, the Cities and the LAEGC have historically been the model for successful collaborative economic development; and

**WHEREAS**, to continue that success, the Cities and the LAEGC must become more adaptive to rapid change; and

**WHEREAS**, competing globally in an environment of unknowns and limited predictability will require identifying and implementing new models and services; and

**WHEREAS**, numerous ideas and concepts were vetted over the last year by the parties and various stakeholder groups regarding the appropriate scope of services to guide the operations of LAEGC for future years; and

**WHEREAS**, those services include

- (1) Developing and Adopting an Economic Development Strategy,
- (2) Facilitating and promoting the Coordination of a Joint Economic Development Approach,
- (3) Developing a Marketing and Promotion Campaign in Collaboration with the Cities and other stakeholders,
- (4) Creating a Business Development Plan that Emphasizes Retention, Expansion and Attraction,
- (5) Helping the Cities identify Targeted Growth Opportunities,
- (6) Operating a Project Financing and Portfolio Management Program, and
- (7) Providing Staff support for the Administration, Advocacy and Governance of the Overall Economic Development Program of the Cities and Local Development Corporations;

**WHEREAS**, authority to approve collaborative efforts for the Cities must be established in order to fully complete the Plan;

Now, **THEREFORE**, the Cities and the LAEGC agree as follows:

## CONDITIONS OF AGREEMENT

### ARTICLE 1 - PREAMBLE

As outlined in this Agreement, the sole purpose of the Plan shall be to implement and guide the delivery of the Plan's scope of services and recommendations as prepared by the Joint Economic Services Committee and endorsed by the LAEGC Board of Directors. (SEE ATTACHED)

The Cities of Auburn and Lewiston desire to enter into a memorandum of understanding with LAEGC (Lewiston Auburn Economic Growth Council) for continuation of joint economic development services, and LAEGC agrees to provide those services. This agreement establishes the terms and conditions for the provision of joint services as outlined in the Plan.

The Cities together may, in writing and with the written consent of LAEGC, engage the LAEGC to perform other functions or services. In the event LAEGC is requested to perform additional services by one or both of the Cities, the requesting City or Cities and LAEGC shall agree on reasonable compensation, if required, to LAEGC for such additional services. The Cities each recognize that LAEGC's services performed for Lewiston and Auburn are not exclusive; LAEGC does and may perform other functions on its own behalf and on behalf of others.

Now, therefore in recognition of the foregoing and in consideration of the mutual intent and covenants hereinafter set forth, the parties agree as follows:

#### Section 1.1 Duties

The Cities hereby enter into this memorandum of understanding with the LAEGC for the continuation of joint economic development services in accordance with and as outlined in the **Economic Development Services Plan for Lewiston-Auburn Economic Growth Council Final Report May 19, 2014**. The LAEGC agrees to well and faithfully serve the Cities in said capacity and, to the best of its ability, to devote its time, attention and energies to the performance of the duties outlined therein.

#### Section 1.2 Term

The term of this agreement shall be for two (2) years commencing on July 1, 2014 and continuing until June 30, 2016. This term may only be extended by the written agreement of all parties.

LAEGC will assume its duties effective July 1, 2014.

### **Section 1.3 Compensation**

LAEGC will be compensated annually at a rate determined by each City Council. Compensation for FY15 (July 1, 2014 – June 30, 2015) shall be \$160,610 from each City. Compensation for FY16 shall be subject to approval by both Cities. An LAEGC Board approved budget shall be presented to both Cities by 3/15/2015.

### **Section 1.4 3 Year Budget, Workplan and Contract**

The LAEGC Board will present to the Auburn and Lewiston City Councils, no later than March 15, 2016, a strategic 3 year budget, work plan and renewal contract accompanied by a review of the services provided in accordance with this Agreement which identifies positive and negative outcomes and provides recommendations to both City Councils on actions that can be taken to identify and implement new models and services.

### **Section 1.5 Progress Reports**

The Auburn City Manager and Lewiston City Administrator shall conduct a review of the efforts of LAEGC to implement the Plan within thirty (30) days of the first six (6) month anniversary of this agreement and an annual review at the first and second year anniversaries, thereafter. Prior to providing each progress report to the respective City Councils, the reports shall be reviewed with the Board Chair and President of LAEGC who shall be given an opportunity to comment prior to finalizing the reports. The Auburn City Manager and Lewiston City Administrator may, by joint agreement, elect to hold other periodic assessments of progress. The intent of these efforts is to assist in assuring that information on the status of LAEGC's efforts is made available to the Councils on a regular basis.

### **Section 1.6 Termination and Severance**

LAEGC may terminate this agreement upon providing the City of Auburn and City of Lewiston with 30 days written notice, such notice to be provided to the respective City Manager and City Administrator. The City of Auburn and/or the City of Lewiston may terminate this agreement by providing 60 days written notice to LAEGC and the other City, such notice to be provided to the LAEGC President and the City Manager/Administrator. In the event of termination, the amount due to LAEGC from the terminating party or parties shall be prorated based on the percentage of the budget year completed as of the termination date.

### **Section 1.7 General Provisions**

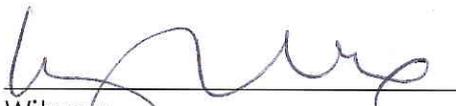
- A. The text herein shall constitute the entire agreement between the parties.
- B. The parties acknowledge and agree that this Agreement was freely negotiated and entered into, and that, in the event of a conflict between the provisions hereof and the provisions of any law or ordinance, the provisions of law or ordinance shall prevail.

C. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

**ARTICLE 2- AMENDMENTS**

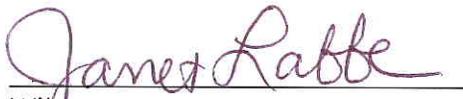
The LAEGC President, Auburn City Manager and Lewiston City Administrator may periodically discuss and propose, individually or in concert, amendments to this agreement. To take effect, such amendments must be approved, in writing, by both City Councils and the Board of the LAEGC.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 12 day of March, 2014.

  
\_\_\_\_\_  
Witness

**CITY OF AUBURN**

  
\_\_\_\_\_  
By: Howard Kroll  
Its Acting City Manager

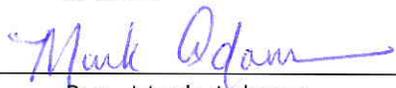
  
\_\_\_\_\_  
Witness

**CITY OF LEWISTON**

  
\_\_\_\_\_  
By: Ed Barrett  
Its City Administrator

  
\_\_\_\_\_  
Witness

**LAEGC**

  
\_\_\_\_\_  
By: Mark Adams  
Its Board Chair