


MEMORANDUM

TO: Chairman and Aldermen of the City of Lincoln

FROM: Clay T. Johnson, City Administrator 

MEETING

DATE: May 12, 2015

RE: Funding Agreement with Logan County Alliance 2015-2016

The previous Logan County Alliance Funding agreement ended in April 30, 2015 after approximately a two month term. Ms. Hake presented the Alliance's status report which outlined the tasks being completed by the Alliance and the breakdown of the funds used in the funding agreement, per contract.

The Council should decide if it wishes to continue to utilize the Alliance as its economic development agency. This agreement would be for the 2015-2016 fiscal year and cost \$60,504 or \$5,042 per month. This is the same funding level as was proposed for the previous two month period. These funds have been budgeted in the 2016 budget, if you choose to move forward.

The only change in the language and expectations in the agreement was the removal of a previous item that stated, "Endeavor to represent all business interests wherever located in the City and to conduct its affairs in such a way that no segment of business or area of the City is unfairly advantaged or disadvantaged." The intent behind the removal was that this is not necessarily an action item or one that could necessarily be tracked. However, if the Council wishes to keep that language in the document, it can be returned. I would advise that the contract include language requiring a representative of the Alliance to provide a report/presentation of the organization's progress every four months.

COW Recommendation: The Alliance demonstrated that even in this short timeframe, they have begun efforts to promote economic development within the City of Lincoln. It would be difficult to provide an accurate assessment of the level of their work only after a two month agreement. As the funds are budgeted this year, I think it would be prudent to allow the Alliance to continue their work for twelve months and assess the organization's performance at the end of the contract. Place this item on the Council agenda for May 18th.

Council Recommendation: Include a provision requiring a report and/or presentation from the Logan County Alliance on their economic development activities every four months and approve the annual funding agreement with the Logan County Alliance in the amount of \$60,504 to act as the City of Lincoln's economic development agency.



**FUNDING AGREEMENT
BETWEEN THE CITY OF LINCOLN AND THE LOGAN COUNTY ALLIANCE
(DBA, the Lincoln/Logan County Chamber of Commerce)**

Covering FY 2016 (5/1/15 through 4/30/16)

This document constitutes a Funding Agreement between the City of Lincoln and the Logan County Alliance ("LCA"), doing business as the Lincoln/Logan County Chamber of Commerce ("Agreement").

The City of Lincoln agrees to provide funding for the LCA in the amount of \$5,042 per month continuing in May 2015 through April 2016 for the activities outlined below. The total amount for this Agreement will equal \$60,504 for FY16.

In exchange for the funding provided by the City of Lincoln, the LCA commits to the following:

- A. Employ an Executive Director and such other staff as the LCA deems necessary to provide development services for the City of Lincoln. This includes providing continuing education and ongoing learning opportunities for said staff.
- B. Monitor and aid in the retention, expansion, and development of existing businesses as follows:
 1. Work with the City to identify top priority businesses in Lincoln for phase one, phase two, and phase three site visit plans.
 2. Visit and build relationships with existing businesses in Lincoln according to established priority plan.
 3. Identify key areas of aid needed for key businesses. Work on a strong workforce development plan for local businesses.
- C. Serve as the downtown advocacy organization identified in the Downtown Redevelopment Plan's strategic plan.
- D. Work, in cooperation with the City, as a local liaison with the retail consultant, Retail Strategies, to help foster the recruitment of new retail businesses and the expansion of existing retail businesses through the plan and relationships that Retail Strategies has developed.

- E. Advise and counsel private businesses on strategies designed to foster the best possible pro-business environment with the City.
- F. Promote the City as a location for business operations.
- G. Plan and implement promotional activities to help retain and protect businesses.
- H. Assist the City Administrator in facilitating and executing a comprehensive economic development branding campaign targeting businesses to locate and grow in the City of Lincoln.
- I. Serve as an information source for those interested in economic development and provide relevant responses to all requests for economic development information.
- J. Provide for the support and nurturing of businesses and the development of an entrepreneurial environment through cooperation with other local, county, state, and national economic development organizations.
- K. Provide a web page to be linked to the City and the LCA websites. The web page shall be updated and revamped continuously to provide the most current information concerning economic development in the City.
- L. Monitor the development activities discussed and considered by the City through attendance at Committee of the Whole meetings and briefings with the City Administrator, other staff, and the Mayor
- M. Provide an in-person report to the City Council on development issues and the activities and services being provided pursuant to this Agreement by the LCA no less than once each calendar quarter.
- N. Provide an annual report and submit it to the City Council no later than April 1, 2015 detailing the following:
 - 1) Activities and results of the efforts put forth by the LCA in providing economic development services for the City;
 - 2) An accountability report on the expenditure and use of the City funds provided pursuant to this Agreement; and
 - 3) Any recommendations on improving the economic development services afforded to the City pursuant to this Agreement or any other action of the City Council.

General Provisions:

This Agreement may be terminated by either party upon thirty (30) days written notice from the party requesting the termination to the other party.

The LCA acknowledges and agrees that the City of Lincoln is not responsible for and assumes no liability for the overall financial management and fiscal health of the LCA.

The LCA certifies that it has adopted and its practices comply with a reasonable accounting system which enables ready identification of LCA's use of funds provided by this Agreement. The City may request an audit of LCA's records any time before three years after final payment under this Agreement to verify LCA's and use of funds under this Agreement.

Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. Any assignment or delegation in violation of this Agreement shall be void.

This Agreement is understood and executed by the following parties.

Tom O'Donohue, Board President
On behalf of the LCA

, Mayor
On behalf of the City of Lincoln

Signed this _____ day of _____, 2015.