



November 20, 2023

Shawn Reilly
City of Waukesha
201 Delafield St
Waukesha, WI 53188-3639

Dear Mayor Reilly,

Thank you for your support of the Waukesha County Center for Growth! The City of Waukesha's commitment to our efforts to advance businesses and grow communities is critical to the growth and prosperity of Waukesha County.

With your support, the Center for Growth has been able to continue to accomplish our mission of advancing businesses and growing communities. Highlights over the past year include:

- Providing technical assistance and support to our local partners through the ED Roundtable and by serving as the conduit to WEDC, Milwaukee 7, SEWRPC, and the Waukesha County Business Alliance.
- Implementation of a \$4.5 million commitment by Waukesha County to the GROW Fund with the potential for an additional \$4.5 million in 2024.
- Supplying access to capital in the amount of \$6.5 million for 14 Waukesha County businesses through the deployment of GROW Fund loans in January through October.
- Facilitating consulting services to more than 200 small businesses, in 23 Waukesha County municipalities, resulting in \$13.85 million in capital infusion during January through October 2023.
- Developing and launching the Center for Growth's new website which serves as an economic development tool for Waukesha County and showcases your community in an interactive webpage.
- Leading the Wisconsin Policy Forum Workforce Housing Study for Waukesha County.
- Support talent pipeline programs to help over 2,500 students experience career opportunities through expos and company tours.
- Participating in seven active business attraction projects in Waukesha County.

Over the last year, the Center for Growth has engaged with you and your community on a number of initiatives, including:

- Executing 15 BRE visits with businesses in the City of Waukesha.
- Continuing to work closely with the School District of Waukesha as the liaison between students, educators and the business community. This year included participation from more than 1,000 students at industry expos and programming.
- Maintaining strong relationships with Carroll University and the University of Wisconsin-Milwaukee at Waukesha.
- Participation by the City in the Center for Growth's Economic Development Roundtable.

- Providing ongoing support and workforce solutions resources to Eaton for its \$22 million expansion in the City of Waukesha.
- Connecting Generac to DOT resources to support the flow of traffic at its corporate headquarters.
- Supporting the ongoing growth of the HUSCO Scholars program.
- Participation at GE HealthCare's founders' day event commencing its first day as an independent publicly traded company.
- Providing ongoing support to Habitat for Humanity of Waukesha County.
- Participation in the City of Waukesha's strategic planning process.
- Participation in the Waukesha County Bluemound Corridor Transit Enhancement Study Advisory Group.
- Hosting students from the School District of Waukesha on Schools2Skills™, which takes students through the doors of manufacturing businesses to better understand the careers available.

As the Center for Growth continues to evolve to meet the needs of our businesses and communities, we will be introducing new initiatives while efficiently and effectively maintaining existing programming. Focus areas in 2024 will include:

- 1) Execution of our Business Retention & Expansion (BRE) program which implements annual touchpoints with key employers in the county, in addition to municipal leaders, ensuring that our economic development team is proactively addressing employers' challenges, assisting with growth opportunities, and celebrating milestones.
- 2) Continuing to strengthen the GROW Fund, which is our finance tool to support business growth and workforce housing projects. Throughout 2024, we will expand efforts to both increase deployment of the GROW Fund for suitable projects, while also seeking additional strategic partners to contribute to the Fund.
- 3) Kicking off the development of our fourth Business Growth Strategy to serve as a guide for Waukesha County Center for Growth, municipal economic development staff, business organizations and Waukesha County from 2025-2027.
- 4) Continuing to support our communities and businesses with workforce solutions, including but not limited to transportation, workforce housing and talent attraction initiatives.

As we look to continue the partnership in 2024, please see the enclosed renewal contract. In the meantime, we welcome the opportunity to meet with your community and provide an update to public officials.

Thank you again for the City of Waukesha's commitment to the Waukesha County Center for Growth. We look forward to a successful 2024!

Sincerely,



Therese Thill
Executive Director
Waukesha County Center for Growth

CC: Jennifer Andrews, Community Development Director

**ECONOMIC DEVELOPMENT COOPERATION CONTRACT
BETWEEN
WAUKESHA COUNTY CENTER FOR GROWTH, INC.
AND THE
CITY OF WAUKESHA**

This Contract is by and between the Waukesha County Center for Growth Inc., 2717 North Grandview Boulevard, Suite 300, Waukesha, Wisconsin 53188, referred to herein as Growth Center, and the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield St, Waukesha, WI 53188, referred to herein as City. Together, Growth Center and City are referred to as the Parties.

Recitals

WHEREAS, the City and the Growth Center both recognize the need to provide for a central point of contact for businesses looking for workforce, financial management, growth and site selection technical assistance and be able to connect businesses to the organizations providing those resources.

WHEREAS, City wishes to engage the Growth Center to conduct economic development services for the City, and the Growth Center has the resources to provide such services and is willing to do so.

Therefore, in consideration of the mutual promises of the Parties contained herein, they agree, and contract as follows:

1. **Growth Center Services.** Services to be provided to City by the Growth Center include the following:
 - a. Work with the City to prepare a community profile for the City that is specific to business and developer audiences.
 - b. Assist the City in promoting the availability of existing and proposed business parks, industrial parks, and redevelopment areas.
 - c. Outreach to business multipliers to coordinate business expansion, retention and recruitment efforts.
 - d. Coordinate the development of recruitment proposals and site-specific proposals for development consideration. The recruitment proposals will be actively provided to developers, brokers, franchises and commercial and industrial development interests. This information could also be placed on the City website.
 - e. Establish an on-going business expansion and retention program that consists, at a minimum, of the following:
 - i. A coordinated business outreach program including an interview with prominent City primary employers. The program will assist in providing direct assistance to these industries including, but not limited to, physical expansion referral to appropriate local officials, workforce development and financial assistance, as well as guide in developing new, and refining existing programs for all businesses.
 - ii. Identification of first-stage companies (companies with fewer than 20 employees) and second-stage companies (companies with between 20 and approximately 100 employees and no more than \$50 million in annual sales), and the development and offering of cooperative programs and technical assistance to them.
 - f. Assist existing businesses per direct contact or referral from the (Mayor, President, Chair) or designee and report findings and resolution to the respective party. When meeting with local companies, Growth Center staff will provide information on existing state and federal economic development assistance

programs that provide funding to help meet the needs of local businesses, including those that offer low-interest loans, tax credit programs and workforce development assistance.

- g. Continue the implementation of a targeted business recruitment program that includes emphasis on the following:
 - i. Second-stage companies or those companies with between 20 and approximately 100 employees and no more than \$50 million in sales.
 - ii. Milwaukee 7 or regional industry targets.
- h. Provide assistance through the development of customized proposals to businesses interested in establishing a location within the City from reliable sources. This activity includes providing copies of such proposals (unless deemed confidential), when requested, to the (Mayor, President, Chair) and provide status updates on proposals presented to businesses.
- i. Access to commercial research and market data in a recognized commercial real estate database.
- j. Evaluate and potentially participate in the following if the Parties deem it beneficial:
 - i. Trade show events, commercial real estate events.
 - ii. Milwaukee 7 marketing activities.
- k. Author press releases and engage in other media relations promoting economic development/workforce development issues.
- l. Provide a written annual report summarizing activities conducted through this Contract and in-person updates as requested by the (Mayor, President, Chair).
- m. Coordinate economic development initiatives with the following agencies:
 - i. Milwaukee 7.
 - ii. Southeastern Wisconsin Regional Planning Commission.
 - iii. U.S. Economic Development Administration.
 - iv. U.S. Small Business Administration.
 - v. UWM at Waukesha.
 - vi. Waukesha County Technical College
 - vii. Waukesha-Ozaukee-Washington Workforce Development Board and Forward Careers.
 - viii. Wisconsin Economic Development Corporation.
 - ix. Wisconsin Department of Administration.
 - x. University of Wisconsin Small Business Development Center.
 - xi. University of Wisconsin-Extension
 - xii. Carroll University
 - xiii. Any other agencies that provide similar services or attempt to achieve similar objectives and may benefit the economic development of the City.

- n. Help employers develop, attract, and retain talent by supporting talent development initiatives creating partnerships with educational institutions and the business community. Serve as a resource to connect employers to training programs, providers, and funding opportunities.
 - o. In general, throughout the term of this Contract, the Growth Center will act as the City economic development advocate and will exercise its best good-faith efforts to promote business recruitment, business retention and expansion, community development and business finance.
2. **Term.** The term of this Contract will commence upon January 1, 2024 (herein referred to as Commencement Date) and its initial term will terminate on December 31, 2024. Thereafter, this Contract may be renewed for one-year renewal terms, by written amendment to this Contract executed by the Parties. Renewal terms shall commence on the anniversaries of the Commencement Date.
 3. **Payment.** The City shall pay the Growth Center \$50,000.00 for its services for each year in which this Contract remains in effect within 2 months after the Commencement Date. Payment shall be made upon receipt of invoices from the Growth Center.
 4. **Standard of Work.** Growth Center will perform the Work according to generally-accepted industry practices.
 5. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of services, or the total amount to be paid to the Growth Center, shall be effective unless done by the written mutual agreement of the Parties.
 6. **Insurance.** The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as detailed in the Certificate of Insurance herein attached and incorporated by reference as Attachment 3 during the terms of this Contract or any extension thereof. CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s).
 7. **Records.** Records shall be maintained by the Growth Center with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized through this Contract or applicable State and federal regulations.
 8. **Documentation of Cost.** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.
 9. **Cooperation by City.** The City shall cooperate with the Growth Center in the performance of the services, and shall respond timely to all reasonable requests for information.
 10. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
 11. **Indemnification and Defense of Suits:**
 - a. The Growth Center agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including reasonable attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Growth Center, its employees, agents or subcontractors.

- b. The City agrees to indemnify, hold harmless, and defend the Growth Center, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including reasonable attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the City, its employees, agents or subcontractors.
- c. Notwithstanding the foregoing, nothing in this Contract, including the indemnification provision above, shall in any way constitute a waiver by the City of any immunity, liability limitation, limitation on the amount recoverable, or other protections applicable to the under Section 893.80, Wis. Stats., or any other applicable statute or law.

12. **Assignment Prohibited.** This Contract, and the Growth Center's responsibility to perform the services under this Contract, may not be assigned by the Growth Center without the City written consent.

13. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To City: City of Waukesha, City Administrator, 201 Delafield St, Waukesha, WI 53188

To Growth Center: Economic Development Director, 2717 N Grandview Blvd, Ste 300, Waukesha, WI 53188

14. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.

15. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

CITY

(Mayor, President, Chair)

By (print name)

Date: _____

Waukesha County Center for Growth, Inc.



Therese Thill
Executive Director
Date: 12/4/2023



Invoice

Invoice Date	Invoice #
12/1/2023	1063

Due Date	1/30/2024
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City of Waukesha
Shawn Reilly
201 Delafield St, Ste 203
Waukesha, WI 53188

Make Checks Payable To:
Waukesha County Center for Growth 2717 N Grandview Blvd, Ste 300 Waukesha, WI 53188
262-542-4249

Description	Amount		
Economic Development Cooperation Funding - 2024	50,000.00		
FEIN: 81-3018616 The Waukesha County Center for Growth, Inc. is a 501(c)(3) nonprofit organization and provides economic development services; some of which would otherwise be provided by local governments.	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">Total</td> <td style="text-align: right;">\$50,000.00</td> </tr> </table>	Total	\$50,000.00
Total	\$50,000.00		