

**Economic Development Cooperation Contract
Waukesha County Business Alliance - City of Waukesha**

This Contract is by and between the Waukesha County Business Alliance, Inc., 2717 North Grandview Boulevard, Suite 300, Waukesha, Wisconsin 53188, referred to herein as WCBA; and the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as City. Together, WCBA and City are referred to as the Parties.

Recitals

The City wishes to engage WCBA to conduct economic development services for the City, and WCBA 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. **WCBA Services.** Services to be provided to City by WCBA include the following:
 - a. Develop a community profile for the City that is specific to business and developer audiences.
 - b. Develop recruitment proposals with priority given to development and redevelopment sites identified by the City, and prepare 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 will also be placed on the City's website.
 - c. Establish an on-going business expansion and retention program that consists, at a minimum, of the following:
 - i. A comprehensive business outreach program including a comprehensive interview with Waukesha manufacturers and other prominent industries. The program will assist in providing direct assistance to these industries, 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.
 - d. Assist existing businesses per direct contact or referral from the Mayor or City Administrator and report findings and resolution to the respective party. When meeting with local companies, WCBA staff will provide information on existing state and federal economic development assistance programs that provide funding to help meet the need of local businesses, including those that offer low-interest loans, tax credit programs and workforce development assistance.
 - e. Implement a targeted business recruitment program that includes emphasis on the following:
 - i. The geographic target of the Greater Milwaukee Area, with emphasis on the industry targets of: machinery manufacturing; fabricated metal products; biomedical manufacturing; food manufacturing; electrical equipment manufacturing; and logistics and distribution.
 - ii. Second-stage companies or those companies with between 20 and approximately 100 employees and no more than \$50 million in sales in the Greater Milwaukee/Northeastern Illinois Area, and the recruitment of those the companies to Waukesha County.

- iii. Foreign direct investment, or companies locating North American headquarters in the Greater Milwaukee/Northeastern Illinois Area, or establishing initial sales offices that will lead to distribution facilities and ultimately, manufacturing facilities.
 - iv. Milwaukee 7 or regional industry targets to include: water industries, advanced manufacturing and food processing.
- f. Provide assistance through the development of customized proposals to businesses interested in establishing a location within the City per direct contact or referral from the Mayor or members of the City's staff, or other reliable sources. This activity includes providing copies of such proposals, when requested, to the City Administrator, as well as a status report on such businesses as part of the semi-annual reports required by this Contract, coordinating regular meetings with the City Administrator, and maintaining a periodic business follow-up procedure.
- g. Represent the City in participation with:
 - i. Trade show events,
 - ii. The "Chicago Industrial Properties Summit" emphasizing newly constructed buildings and land opportunities,
 - iii. Attend international tradeshows and events with the Milwaukee 7 for the purpose of recruitment of companies that are seeking a location in the Greater Milwaukee/Northeastern Illinois Area, and
 - iv. Milwaukee 7 marketing activities.
- h. Author Press Releases and other media promoting economic development/workforce development issues.
- i. Work with the following partners to provide a community-engagement infrastructure for economic development in the City of Waukesha.
 - i. Entrepreneurship: UW-Waukesha, Wisconsin Women's Business Initiative Corporation, and Waukesha County Technical College.
 - ii. Workforce Development: Waukesha County Workforce Development. WCBA will continue to be an advocate for the City in working with Waukesha County Workforce Development Center (WDC) to implement the WDC's workforce development plan.
 - iii. Appropriate Land Use: City of Waukesha Planning and Development Department.
- j. Provide written and in-person semi-annual reports to the Mayor, Common Council and City Administrator. This activity will include a summary of the activities conducted during the report period.
- k. Coordinate the City's 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. UW-Waukesha.

- vi. Wisconsin Economic Development Corporation.
 - vii. Wisconsin Department of Administration.
 - viii. University of Wisconsin-Extension Small Business Development Center.
 - ix. Any other agencies that provide similar services or attempt to achieve similar objectives and may benefit the economic development of the City.
- I. In general, throughout the term of this Contract, WCBA shall provide such economic-development and community-development technical assistance to the City as it has the means to do so, in accordance with the objectives promulgated by the Mayor, Common Council and City Administrator. The WCBA will act as the City's 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 on May 24, 2016 and will terminate May 23, 2017.
 3. **Payment.** The City shall pay WCBA Fifty Thousand Dollars (\$50,000.00) for its services, in four equal installments of \$12,500.00, due on May 24, 2016, August 24, 2016, November 24, 2016, and February 24, 2017. Payment shall be made upon receipt of invoices from WCBA, and payment terms shall be net 30 days.
 4. **Standard of Work.** WCBA will perform the Work according to generally-accepted industry practices.
 5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party without the prior written permission of the City.
 6. **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 WCBA, shall be effective unless done by the written mutual agreement of the Parties.
 7. **Insurance.** WCBA shall maintain insurance of the following kinds and for not less than the following limits, at WCBA's sole expense, at all times during the performance of its services. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, WCBA shall deliver a certificate of insurance to City showing that all requirements of this section are met.
 - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Worker compensation, statutory requirements.
 8. **Record Keeping.** WCBA shall keep all documents and records generated in the performance of its services for no less than 7 years after completion of the services, and shall make them available to the City at the City's request. WCBA acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
 9. **Cooperation by City.** The City shall cooperate with the WCBA 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. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
12. **Assignment Prohibited.** This Contract, and the WCBA's responsibility to perform the services under this Contract, may not be assigned by the WCBA without the City's written consent.
13. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:
 - To the City: Kevin Lahner, City Administrator
City of Waukesha
201 Delafield Street, Suite 203
Waukesha WI 53188
 - To WCBA: Suzanne Kelley, President
Waukesha County Business Alliance
2717 North Grandview Boulevard, Suite 300
Waukesha WI 53188
14. **Corporate Authorization.** The individuals executing this Contract on behalf of the WCBA warrant and represent that they are duly authorized to bind the WCBA to this Contract. WCBA warrants and represents that the execution of this Contract is not prohibited by the WCBA's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order.
15. **Assistance of Counsel, Voluntary Contract.** The WCBA acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
16. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
17. **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.
18. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
19. **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 of Waukesha

Shawn N. Reilly, Mayor
Date: _____

Gina L. Kozlik, City Clerk
Date: _____

To certify that funds are provided for payment:

Richard L. Abbott, Director of Finance
Date: _____

Waukesha County Business Alliance, Inc.

Suzanne Kelley, President
Date: _____

By (print name) _____
Title: _____
Date: _____