



August 12, 2021

Lewis Kuhlman, AICP
Environmental Sustainability Planner
City of La Crosse
400 La Crosse St
La Crosse, WI 54601-3374

RE: Agreement for City of La Crosse Climate Action Plan Planning Services

Dear: Lewis

paleBLUEDot LLC ("Vendor") is very pleased to be working with the City of La Crosse ("Owner") on this exciting Climate Action Plan effort. The terms and conditions for this effort are outlined below. At your convenience, please return a signed copy of this agreement to paleBLUEDot as notification to proceed.

1 VENDOR'S RESPONSIBILITIES

A: The Vendor shall provide the professional services as set forth in this Agreement.

B: Except with the Owner's knowledge and consent, the Vendor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Vendor's professional judgment with respect to this Project.

C: The Vendor shall maintain the following insurance for the duration of this Agreement:

1. General Liability Insurance (\$2,000,000 per claim/\$2,000,000 aggregate)
2. Umbrella Liability Insurance (\$1,000,000 per claim/\$2,000,000 aggregate)
3. Additional insurance coverage may be made available if desired by the City as a reimbursable expense beyond the compensation outlined in this agreement.

2 SCOPE OF VENDOR'S BASIC SERVICES

A: The City retains Consultant to assist in creating the City's Climate Action Plan. See Exhibit A for detailed Scope of Services.

3 PRO BONO DELIVERABLES

A: In addition to the services and final deliverables outlined in the Vendor's proposal for services, the Vendor offers to provide Climate Action Plan implementation support tools at no cost to the City. These pro bono services shall include and be limited to:

- 1: 2020 GHG Inventory Calculations and Summary Report. This service Assumes 2020 energy and consumption raw data collection, compiling, and organizing shall be completed by City staff/intern and provided to Vendor. Intern support and coordination assistance by Anders Olsen

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available as an additional service at his standard billing rate. Calculations and public facing summary report to be based on the example available for viewing at: <https://palebluedot.llc/greenhouse-gas-inventories>

- 2: Community Solar Ready Guidelines. Guidelines to be based on the example Solar Ready Guidelines available for viewing at: <https://palebluedot.llc/solar-ready-guidelines>
- 3: Net Zero Energy Building Guide. Guide to be based on the example Net Zero Energy Building Guide available for viewing at: <https://palebluedot.llc/net-zero-energy-guidelines>
- 4: EV Ready Guide. Guide to be based on the example EV Ready Guide available for viewing at: <https://palebluedot.llc/ev-ready-guidelines>

4 ADDITIONAL SERVICES

A: Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Any Additional Services provided in accordance with this Section 4 shall entitle the Vendor to additional compensation.

B: Additional services or changes in scope in services for project may be made only through written agreement of both parties.

5 COMPENSATION

A: The City shall pay the Consultant and the Consultant shall accept as payment a lump sum of One Hundred Sixty Thousand (\$160,000) (the "fee") as per the following schedule:

Project Kick-off and Baseline Documents:	\$31,393
Vulnerability Assessment	\$18,318
GHG Analysis and Forecasting	\$4,575
2020 GHG Inventory Summary Report	(pro bono)*
Climate Baseline Assessment and Strategy Recommendations (including Goalsetting / Reductions Target, Renewable Energy Potentials and Tree Canopy/Carbon Sequestration Studies)	\$8,500
Climate Action Plan Development and Finalization	\$40,719
Strategies and Actions	
GHG Reduction Modeling	
Draft Climate Action Plan	
Final Climate Action Plan	
Implementation Support Tools	
Implementation Tools	\$12,500
Implementation Matrix	\$5,000
Example policy and ordinance database webpage	(pro bono)
Climate Action Dashboard	\$3,500**
Climate Action Toolkit	\$4,000***
Community Guides Supporting CAP Implementation	(pro bono)
Community Engagement	\$53,468
Project Management and CAP Team Engagement	\$21,920
Total Basic Services****:	\$160,000

* Assumes 2020 energy and consumption raw data collection, compiling, and organizing

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completed by La Crosse intern staff and provided to paleBLUEDot. Intern support and coordination assistance by Anders Olsen available as an additional service at his standard billing rate.

**Climate Action Dashboard fee includes custom web domain, website setup and one (1) year of maintenance and operation. Future maintenance and operation is available for \$1,200 per year.

***Climate Action Toolkit fee includes program setup, customized City of La Crosse landing page, one (1) year of maintenance, operation, and engagement metrics/impacts reporting. Future maintenance and operation is available for \$2,500 per year.

**** Fees include all budgeted expenses including travel required for proposed scope of services, incidental printing and supplies for planning team meetings, community workshops, and community art installation. All final deliverables are anticipated to be electronic documents, minimizing the environmental impact of paper use, and reimbursable expenses. As a lump sum proposal, paleBLUEDot is committed to delivering the scope of services outlined in this proposal for the fees proposed here. paleBLUEDot understands that the City will provide meeting spaces for all staff, climate action plan team, and other project meetings and does not include expenses associated with securing meeting space.

6 PAYMENTS TO VENDOR

A: Payments for services shall be made monthly in proportion to reported work effort and percentage complete for services. Payments are due and payable upon presentation of the Vendor's invoice.

7 INDEMNIFICATION

A: The Vendor shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Vendor, its employees and its consultants in the performance of professional services under this Agreement. The Vendor's obligations to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Vendor's duty to indemnify the Owner under this Section shall be limited to the liability terms of Agreement.

B: The Owner shall indemnify and hold the Vendor and the Vendor's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Owner, its employees and its consultants in the performance of professional services under this Agreement. The Owner's obligations to indemnify and hold the Vendor and the Vendor's officers and employees harmless does not include a duty to defend. The Owner's duty to indemnify the Vendor under this Section shall be limited to the liability terms of Agreement.

8 MUTUAL LIMITATION OF LIABILITY

A: The parties hereby agree that either party's total liability to the other for any and all injuries, claims, losses, costs, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement, from any cause or

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causes including, but not limited to, negligence and/or breach of contract, shall not exceed the total compensation received by Vender under this Agreement.

9 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

B: The parties hereby waive, as against each other, any claims for incidental, special, exemplary or consequential damages.

10 ERRORS & OMISSIONS

A: In the event that the work product prepared by the Vendor is found, within 1 year of completion, to be in error and revision or reworking the work product is necessary, the Vendor agrees that it shall do such revisions without expense to the City, unless through no fault of the Vendor, even though final payment may have been received.

11 ASSIGNMENT

A: The City and the Vendor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Vendor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

12 CLAIMS AND DISPUTES

A: The Vendor and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

B: Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Vendor's services, the Vendor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

C: The Owner and Vendor shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

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proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

D: The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

E: The Vendor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all progress on the work. Delayed payment by the City to the Vendor of one or more invoices will be cause for Vendor to stop or delay Work.

13 LAWS AND REGULATIONS

A: The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Wisconsin, and local laws, ordinances, licenses and regulations and shall apply to the Agreement throughout, as the case may be. The Vendor certifies that in performing the Agreement it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Agreement shall be the Wisconsin District Court for La Crosse.

14 TERMINATION OF CONTRACT

A: Termination by Either Party. This Agreement may be terminated by either party upon not less than Fourteen (14) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement.

B: Failure to Make Payments. Client's failure to make payments to Vendor in accordance with this Agreement shall constitute substantial nonperformance and cause for termination or suspension of service.

C: Termination for Convenience. Client may terminate this Agreement for its convenience upon not less than Fourteen (14) days written notice to Vendor.

D: Compensation upon Termination. In the event of termination, Vendor shall be compensated for services performed prior to the date of termination together with Reimbursable Expenses then due, and Termination Expenses, which shall be defined as Vendor's expenses directly attributable to termination. Date of termination shall be defined as final date of service rather than date of notice of intent to terminate.

15 PROFESSIONAL CREDITS

A: Vendor shall have the right to include representations of the Project, including but not limited to photographs, process documents, and final documents among Vendor's professional materials, including, but not limited to, promotional materials, professional publications, and competition submissions. Client shall provide professional credit to Vendor in Client's promotional materials for the Project.

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16: Agreement and Acceptance

A: This Agreement supersedes all prior negotiations, representations or agreements, either written or oral and is comprised of and incorporates the following documents, in order of precedence:

- a) Amendments and modifications signed by both parties;
- b) This Letter of Agreement;
- c) Exhibit A Scope of Services;
- d) The attached Standard Terms and Conditions.

Where a portion of one document is amended by another of higher precedence, all unmodified portions shall remain in effect. The terms and conditions of this Agreement, the Standard Terms and Conditions and any Work Authorization hereunder, are integral parts of this Agreement and are fully incorporated herein by this reference. No conflicting or supplemental pre-printed provisions on Owner forms (including without limitation terms on purchase orders) shall be binding on the parties.

B The effective date of this Agreement is August 20th, 2021

By paleBLUEDot LLC

By Owner

Ted Redmond

Mitch Reynolds

(Printed Name of Signatory)

By

By

(Signature)

(Signature)

Vice President

8/12/21

Mayor

8/30/2021

(Title)

(Date)

(Title)

(Date)

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City of La Crosse Climate Action Plan Agreement for Services

Exhibit A Scope of Services

(modified excerpt from 6/18/21 proposal for services)

PROJECT KICK-OFF AND BASELINE DOCUMENTS

Project Kickoff

Successful project launch through a kick-off meeting to confirm relevant past and current studies and data from the City; reaffirm project goals and objectives; confirm project scope, methodology, and schedule; and identify respective project contacts. Initial data to be collected from the City will focus on identification of existing City of La Crosse policies and ordinances which may relate to the potential Climate Action Plan goals, strategies and Actions. paleBLUEDot will issue a brief Climate Action Plan Project Initiation Questionnaire to organize and simplify this initial data collection process. Following the completion of the Questionnaire, collection of some key City policies and ordinances may be desired and will be identified by paleBLUEDot. The kick-off meeting will also provide the Team the opportunity to begin identifying engagement groups as outlined in the engagement section of this proposal.

Task 1 Analyze GHG Emissions

Task 1.1 Citywide Inventory and Analyze GHG Emissions and Task 1.2 City Operations Inventory

This service Assumes 2020 energy and consumption raw data collection, compiling, and organizing shall be completed by City staff/intern and provided to Vendor. Intern support and coordination assistance by Anders Olsen available as an additional service at his standard billing rate. paleBLUEDot will compile GHG calculations using our Citywide Integrated Inventory Tool and the data collected by City and provided to ender.

Task 1.3 Complete GHG emissions forecasting for 2030, 2040, and 2050

Our team will use the paleBLUEDot Citywide Integrated Inventory Tool's forecasting module to complete long-range GHG emissions modeling. This forecast may be used in support of identifying trends, establishing GHG reduction goals, and prioritizing emission sectors for reduction strategies and actions.

The team will model a "business as usual" forecast scenario to anticipate future emissions for the City of La Crosse assuming no further emissions reductions actions are taken. We will build the forecast scenario to anticipate emissions changes through 2050 in each of the inventory emission categories as well as total emissions. This forecast will provide a valuable tool for the City not only in designing and prioritizing GHG emissions reductions strategies, but also supporting the measurement of strategy reduction success. The "business as usual" forecast will be based on a range of variables as data is available, including: Population projections, Projected climate change impacts including Cooling Degree Day and Heating Degree Day projections, Projected emissions factor changes, Anticipated federal vehicle fuel efficiency standards (e.g., CAFE), State and local energy use projections based on the US DOE State and Local Planning for Energy (SLOPE) Platform tool.

Task 1.4 GHG Report and Calculations Summary

paleBLUEDot will prepare a Greenhouse Gas Inventory Report summarizing the methodology and findings of the community-wide and city operations inventory. Calculations and public facing summary report to be based on the example available for viewing at: <https://palebluedot.llc/greenhouse-gas-inventories>

Task 1b Risk and Vulnerability Assessment

Developing effective, community specific climate adaptation strategies and actions depends on robust data collection and a solid understanding of what community sectors, assets, people, and services are most vulnerable to climate change and why. paleBLUEDot believes the most effective way to achieve this understanding is through a collaborative process with community stakeholders to identify what existing conditions and challenges are facing the community, discuss how climate change may make those conditions and challenges worse or vice versa, and quantify the risk level (likelihood x consequence) as well as the community's capacity to adapt or cope with risks. Following this stakeholder input, paleBLUEDot reviews existing resources, planning documents, and other literature to create a comprehensive summary of risks and vulnerabilities facing a community.

Task 1b.1 Climate Changes and Impacts Summary

City of La Crosse Climate Action Plan Agreement for Services

Exhibit A Scope of Services

(modified excerpt from 6/18/21 proposal for services)

The paleBLUEDot team will identify and summarize the climate change metrics already experienced and projected to occur in the region. Data on the region will be collected from the U.S. National Climate Assessment as well as the Great Lakes Integrated Sciences and Assessments (GLISA), USDA Northern Forests Climate Hub, National Oceanic and Atmospheric Administration, and FEMA, among others. Wisconsin-specific data will be collected and summarized from State and National agencies and regional university data sources. From this research, paleBLUEDot will summarize current and projected changes for the region and the likely impacts on natural resources and human communities. This summary will be included in the final Risk and Vulnerability Assessment Report as well as provided as a stand-alone document to be used in the Vulnerability Assessment Workshop.

Task 1b.2 Vulnerability Assessment Workshop

paleBLUEDot, with guidance from the City on who is best suited to attend, will convene City staff and major stakeholders to assess risks and vulnerabilities for La Crosse in a half-day, online workshop. The workshop will include a review of climate changes and impacts, discussion about the existing conditions and challenges facing La Crosse as well as the primary climate impacts of concern, quantification of risks for major topics/areas of interest such as Local Food/Agriculture, Green Space, Health & Safety, Water/Wastewater, and Economy, and an assessment of the capacity of the City to adapt or cope with climate impacts. paleBLUEDot will work with the City to identify the major topics/areas of interest to explore for the vulnerability assessment prior to the workshop.

Task 1b.3 Risk and Vulnerability Assessment Report

The paleBLUEDot team will develop a Risk and Vulnerability Assessment for La Crosse. The assessment will include a review of current and projected climate changes and impacts on the community, a summary of existing conditions and challenges facing La Crosse and how climate change may either exacerbate the current impacts of these conditions or how existing conditions may exacerbate the impacts of climate change, and a review and quantification of the risks and vulnerabilities for major topics/areas of interest (e.g., Water/Wastewater, Local Food/Agriculture, Health & Safety). As part of the vulnerability assessment, we will, where possible, create maps overlaying climate risk factors with locations of vulnerable populations to quantify risks to those locations.

The final risk and vulnerability assessment will consist of quantified vulnerability rankings for major topics/areas of interest, synthesized risk and vulnerability information that integrates input from community stakeholders with supporting resources and planning documents, and identification of data and information gaps and recommended next steps. The risk and vulnerability assessment draft report will be shared with the City, workshop participants, and CAP Teams for review before being finalized.

Task 2 Recommend GHG Emission Reduction Targets and Additional Baseline Documentation

paleBLUEDot believes effective, meaningful, and community specific climate action planning is grounded in robust data collection and assessment of community existing conditions metrics. Establishing comprehensive baseline data is a necessary element that provides a point from which to inventory what you have before you set out to improve it, and from there, aid in identifying and establishing strategies, and measuring the progress of them. The broader the baseline data available, the more effective GHG emission reduction target and climate action goalsetting and action planning can be.

As such, the paleBLUEDot Climate Action Planning project approach includes a robust assessment of community existing conditions and baseline indicators. The additional baseline documentation portion of this task will culminate in a Climate Baseline Assessment, Reduction Target and Strategic Goal Recommendations report.

Task 2.1 Key Indicators Research and Documentation

paleBLUEDot will conduct research and data collection across a broad range of baseline metrics in each of the climate mitigation and adaptation sectors relevant to the City of La Crosse. This effort will include:

Baseline Buildings and Energy Metric

paleBLUEDot will create summary of existing building and energy metrics within the community including

City of La Crosse Climate Action Plan Agreement for Services

Exhibit A Scope of Services

(modified excerpt from 6/18/21 proposal for services)

community wide residential, commercial, and industrial energy use profiles, identification of existing high performance LEED and Net Zero building stock, community wide building stock energy efficiency considerations and projected achievable energy efficiency potential through strategies including building energy benchmarking potential, commercial energy audit potential, commercial and institutional retro-commissioning potential, residential weatherization program potential, community wide LED light replacement energy savings potential, among others.

Baseline Energy and Housing Burden

“Energy Burden” and “Housing Burden” are the percentages of household income that goes toward energy costs and housing costs respectively. Households with high energy burden (over 6%) or high housing burden (over 30%) tend to have higher vulnerabilities to environmental, climate, and social impacts. Carefully designed energy and transportation actions in Climate Action Plans can help mitigate these issues. paleBLUEDot will collect, analyze, and summarize existing La Crosse community energy and housing burden indicators. Our work will draw from multiple data sources including the State of Wisconsin, La Crosse County, US Department of Energy, and the US Census Bureau.

Community-Wide Renewable Energy Potentials

In support of development of effective renewable energy goalsetting and to establish strategies addressing renewable energy development, paleBLUEDot will conduct a Community-Wide rooftop solar pv potentials study including economic and environmental benefits with a focus on the equity potential of renewable energy - both potential for serving low income communities as well as equitable economic development. Through study of community-wide potential, the City of La Crosse will be empowered to create near and long-term renewable energy targets and implementation strategies based on community specific opportunity that can be both visionary and achievable.

City-Wide Ground Cover, Heat Island, and Carbon Sequestration Baseline

paleBLUEDot will conduct a baseline assessment of City-Wide ground cover conditions. This baseline will be an expansion of information currently available through the City of La Crosse’ Urban Forest Master Plan and will cover City-wide conditions and will identify ground cover conditions (grass, water, wetland, dark and light impervious surface coverage, building coverage, pavement coverage, and tree canopy) and shares City-wide as well as by neighborhood / census tract. Baseline calculations will also be made for electrical and natural gas energy savings attributable to the Urban Tree Canopy. Baseline calculations will also be made for annual carbon sequestration rates, carbon stock, heat island and micro-heat island indices, tree canopy/green space economic value, and pollution absorption rates (CO, O3, NO2, SO2, particulate pollution).

Baseline data will be mapped by neighborhood/census tract and with data generated to standard error (SE) of 2.0% or less. The results of this baseline assessment will be overlapped with the vulnerable populations mapped in the Risk and Vulnerability Assessment enabling a refinement of heat island mitigation, ground cover, and tree canopy strategy and action development within an equity and climate adaptive framework.

Task 2.1 Key Indicators Research and Documentation (continued)

Baseline Walk Score/ Bike Score Heat Mapping

paleBLUEDot will create a walkability baseline heat map by neighborhood/census tract. a community’s walkability is key to understanding the current baseline and opportunities for advancing transportation sustainability. Additionally, understanding differences in walkability from neighborhood to neighborhood can help to highlight equity and empowerment opportunities.

Public Transit Benefit Mapping Baseline

Understanding the current baseline social and economic benefits of public transit, mapped across the City, provides a solid foundation for prioritizing transit related investments and identification of effective strategies for reduced VMT and increased walkability and livability. Drawing from General Transit Feed Specification Data

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(modified excerpt from 6/18/21 proposal for services)

(GTFS), a national dataset assembled for all transit stops, routes, and frequency, we will capture information on: Overall Transit Performance, Transit metrics, and Transit gap identification of census block groups where the transit service is less than typical for similar areas in the US.

Housing and Transit Affordability Baseline

Housing affordability is widely recognized as a key metric of economic, social, and even environmental sustainability of a community. The traditional measure of affordability recommends that housing cost no more than 30% of household income. However, that benchmark fails to take into account transportation costs, which are typically a household's second-largest expenditure and are deeply intertwined housing conditions. Drawing from available datasets, we will capture housing and transit metrics City-wide, as well as by neighborhood, including; Location Efficiency Metrics, Transportation Cost Metrics, Housing Cost Metrics, Neighborhood Characteristic Scores on job access and density

Task 2.2 Climate Baseline Assessment, Reduction Target, and Strategic Goal Recommendations report.

Informed by the GHG Analysis, Climate Risk and Vulnerability Assessment, and the Key Indicators Research and Documentation efforts, the Climate Baseline Assessment, Reduction Target and Strategic Goal Recommendations report will include all sectors anticipated in the Climate Action Plan including those outlined in the RFP: Energy Use and Resources, Buildings and Infrastructure, Transportation and Land Use, Climate Preparedness and Resilience, Waste Management and Reduction, Food Systems and Security, Natural Systems and Water Resources. The community indicators and existing conditions assessed and summarized are outlined next.

Preliminary Goal Setting Support – Climate Mitigation and Adaptation Goals

Based on the findings of the existing documentation included in Task 2, the paleBLUEdot team will outline preliminary example draft strategic goals for each of the Climate Action Plan sectors. These Draft Strategic Goals will be included in the Climate Baseline Assessment, Reduction Target and Strategic Goal Recommendations report. This report will summarize all of the existing conditions and research completed in this initial phase of the project and will form the basis for the collaborative planning process.

Task 3. Forecast GHG Emission Reductions

Our team will analyze the emissions reduction forecast potential of each community-wide and City operations emissions sector based on the research, data, and recommendations included in the Climate Baseline Assessment, Reduction Target and Strategic Goal Recommendations Report.

GHG reduction modeling will use the paleBLUEdot Citywide Integrated Inventory Tool described in the GHG Inventory Review section above. This tool enables our team to directly integrate all strategy GHG reduction potentials with City specific existing GHG data and Business as Usual forecasts. The findings of this GHG emission reduction forecasting effort will be reviewed with the City and CAP Planning team early in the collaborative planning process.

Task 4 Engage City Commissions/Common Council and Community Engaging City Commissions and Council

The paleBLUEdot team anticipates engaging appropriate City Commissions and the City Council in collaboration with City staff. paleBLUEdot will collaborate with the City in finalizing the plan for engagement, however, we preliminarily anticipate two engagement periods with City Commissions and three with the City Council. The first engagement with each is recommended at an interim period following the development of the Climate Baseline Assessment, Reduction Target and Strategic Goal Recommendations report. The second engagement with each is recommended as a review of the Draft Climate Action Plan. The third engagement for City Council is recommended as a review of the final Climate Action Plan. In addition, the paleBLUEdot team anticipates regular update meetings with the Climate Action Plan Steering Committee. The paleBLUEdot team proposes to work with the City staff to refine the number, intent, and schedule of each of these engagement at project kick-off.

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Exhibit A Scope of Services

(modified excerpt from 6/18/21 proposal for services)

Task 5. Coordinate with Related City Efforts

paleBLUEdot will coordinate with the City for periodic review and updates of the City's related planning efforts. These periodic reviews will focus on maintaining coordination and alignment between the development of the Climate Action Plan and the City's General Plan update, Partners in Energy Program, and other relevant on-going City efforts. The final Implementation Matrix will identify actions which relate to these other plans as well as identify coordinated implementation opportunities.

Task 6 Climate Action Plan

The paleBLUEdot team proposes to develop a Climate Action Plan (CAP) which integrates broad sustainability strategies and actions along with both climate mitigation (greenhouse gas reduction) as well as climate adaptation measures for the City of La Crosse. The primary task for the CAP is to identify cost effective strategies and detailed actions to address the City's climate action goals. Effective climate action strategies can meet these goals while improving quality of life, building prosperity, and enhancing community resilience. The climate action planning effort should focus on prioritizing strategies and actions to ensure that the final plan will be achievable. The actions included in the final implementation plan should be vetted as the actions most likely to achieve success towards the community's goals while being appropriate for the City of La Crosse specifically.

The CAP should provide a format to coordinate the City's initiatives and department activities to achieve consistency with the community's climate goals while providing metrics for measuring progress. An effective CAP must also recognize that long-range success will be achieved only through community-wide buy-in and should include an identification of actions to facilitate community education, communication, and positive behavior change.

Collaborative Plan Creation

The paleBLUEdot team believes that the most effective Climate Action Plans come from a highly collaborative process. Our approach for developing climate action strategies and actions for the City of La Crosse will be built around a collaborative and interactive process. We will work with the City at project kick-off to confirm and finalize the proposed approach to ensure it meets City expectations. Our recommended approach, offered for consideration, is to form a CAP Planning Team comprised of the CAP project team members, Technical Advisory Committee members, and CAP Committee members.

We anticipate the Joint CAP Planning Team working collaboratively with the paleBLUEdot team in the exploration, creation, review, refinement, and prioritization of climate action strategies and detailed actions. paleBLUEdot will support this process through facilitation of workshops, providing technical advice and recommendations, and coordinating the work input of the Joint CAP Planning Team. Through this approach, the final CAP will be informed by regional and national best practices and rooted in a deep understanding of the City of La Crosse community and municipal operations. The end result will be a highly La Crosse specific, community grounded Climate Action Plan

Task 6.1 Climate Action Plan Meetings

We anticipate working collaboratively with the City's CAP Project team, CAP Steering Committee, and Technical Advisory Committee in the exploration, creation, review, refinement, and prioritization of mitigation and adaptation strategies. We recommend conducting as many of the planning sessions as possible within a CAP planning team format comprised of portions or all of these three committees. The paleBLUEdot team anticipates working with the City to explore this proposed approach and to finalize the meeting and engagement approach for the planning process collaboratively.

Our proposed plan for Climate Action Plan team engagement, to be reviewed and refined with the City includes up to seven sessions over the timeframe of the project. Below is a summary of these sessions:

- 1: CAP Team Introduction/ Kickoff Meeting (virtual) for Project Kick-off to review project scope, process, goals and expectations, timeline, and to confirm Steering Committee engagement.

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2: CAP Sub-Team / Sector Goalsetting Meeting for team collaboration and preliminary consensus development on sector level strategic goals.

3: Four (virtual) Workshop sessions:

A) Review of Existing Conditions documents (Climate Vulnerability Assessment, GHG Inventory review and emissions forecast, Renewable Energy Potentials Study, Baseline Assessment Report); Collaboratively define short term and long-term goals, collaboratively establish measure evaluation criteria; break group into sub-teams based on Climate Action categories; train CAP team on paleBLUEdot ACTION Finder tool.

Inter-meeting activity: Sub-teams use ACTION Finder tool to explore potential strategies and actions; Sub-teams to consider range of possible strategy screening criteria and develop recommended shortlist of criteria.

2) CAP Sub Teams report on potential strategy review; CAP Team “brainstorming” additional community specific measures and strategies; CAP Team collaboration for identification of action priorities; Consensus on community specific strategy screening criteria.

Inter-meeting activity: Provide advance copies of Workshop Session Three shortlisted strategies to subcommittees for preview; CAP Sub-Teams explore development of additional strategies and actions based on CAP Team discussion in workshop 2; Sub-Teams to paleBLUEdot to develop Draft Action Plan; community engagement activities.

3) Review shortlisted strategies with cost/benefit evaluation and Community Engagement Feedback; Sub-Team feedback by category; CAP Team evaluation of shortlisted strategies and actions based on strategy screening criteria. Finalization of prioritized strategies and actions.

Inter-meeting activity: paleBLUEdot to develop draft Climate Action lists; community engagement activities

4) Review of draft Climate Action Plan; draft Implementation Matrix; strategy prioritization; Discuss and identify action responsibilities and potential collaborators and partners for Implementation; identification of additional functionality/component needs

C: Meeting for finalization of Draft Climate Action Plan

Task 6.2 Goalsetting – Climate Mitigation, Adaptation, and Resilience Targets

The paleBLUEdot team will work with the City of La Crosse and the CAP team to establish sector level goals. Sector goals are anticipated to address broad sustainability considerations as well as both climate adaptation and climate mitigation (such as emissions reduction and renewable energy targets). The collaborative goalsetting process will begin with a review and discussion of the Draft Reduction Target and Strategic Goal Recommendations based on the Risk and Vulnerability Assessment and Climate Baseline Assessment (see Task 1b). Final goals will be collaboratively established with the CAP team.

To support this critical next step, we will provide a survey of community-wide greenhouse gas emissions reduction, sustainability, and climate adaptation goals from peer cities throughout Wisconsin and the Midwest. The paleBLUEdot team will provide a comparison to a range of State and regional communities, as well as comparisons to State and national averages. We will collect comparable community level data from our team’s recent and on-going 40+ regional community GHG inventories, as well as comparable community data collected from the C40 Community Comparison Dashboard, CDP Cities Reporting Dataset, and the Global Covenant of Mayors Data Dashboard. All of these efforts will allow us to assess and present a range of goals for the CAP team and City to consider as a foundation for their collaborative consensus building on the goals appropriate for the City of La Crosse.

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Exhibit A Scope of Services

(modified excerpt from 6/18/21 proposal for services)

Task 6.3 Climate Action Plan Strategy and Action Creation

The process to develop La Crosse specific measures will use the previously described Climate Baseline Assessment, Reduction Target and Strategic Goal Recommendations report and will include an identification of existing regional measures. Our team will also share our extensive national measures database and Best Practices. Honing City of La Crosse specific measures will happen through collaborative Joint CAP Planning Team efforts outlined in the “CAP Plan Meetings” section of this proposal. Our process for defining climate action strategies and actions includes:

paleBLUEdot ACTION Finder Tool

Through our sustainability and climate action planning work with communities, paleBLUEdot believes collaboratively developing community-specific strategies with the broad stakeholders represented in the Joint CAP Planning Team is the most effective planning process. We also understand, however, it can be difficult for Joint CAP Planning Team members to know where to begin. Sustainability and climate action encompass such a broad range of considerations in our communities that the task of exploring what may even be possible can seem insurmountable. We’ve discovered that simply being able to see what others have done before us can ignite a community’s own ideas and give clarity to how a community wishes to approach their own solutions. This led us to create the ACTION Finder tool.

The ACTION Finder tool is a robust database of municipal climate mitigation, climate adaptation, climate economy, and sustainability strategies and actions from across the United States. The over 4,000 strategies and actions included in the ACTION Finder come from cities large and small from nearly every region of the country. The ACTION Finder is designed as a collaborative tool to support Climate Action Plan Teams and stakeholder groups in exploring a range of strategies and actions as they work to visualize what would be most effective and appropriate for their own community.

The ACTION Finder tool provides Joint CAP Planning Team guidance as the central tool in the design of community specific strategies and actions. The tool functions as support for research, inspiration, collaboration organization, team communication, and ultimately as the launch pad for custom, community specific strategy and action development. This tool will be used through a series of workshops to explore a wide range of example climate action strategies for cities throughout the United States, develop new La Crosse specific potential strategies, and to collaboratively review, refine, prioritize, and finalize La Crosse’ climate action strategies. The workshops are described in detail in the “CAP Plan Meetings” section of this proposal.

Task 6.4 Strategy and Action Quantification and Evaluation

For each of the recommended City of La Crosse Climate Action Plan strategies and actions, the paleBLUEdot team will conduct a range of quantitative analyses to inform the selection of measures to be included in the draft CAP. Specifically, review will include:

Revised Reduction Potential Calculations

Our team will analyze the draft portfolio of actions for their GHG reduction potential, their contribution to one or more GHG reduction targets, and impacts on energy use and vehicle miles traveled. This GHG reduction modeling will build-on and revise the Task 3 GHG Emission Reduction Potential and Forecast and will use the Citywide Integrated Inventory Tool described in the GHG Inventory Review section above. This tool enables our team to directly integrate all strategy GHG reduction potentials with City specific existing GHG data and Business as Usual forecasts.

Action Screening Criteria

To assist in the refinement and prioritization of strategies and actions on which the Climate Action Plan should focus, paleBLUEdot will work with the Joint CAP Planning Team to identify specific criteria for screening, reviewing, and prioritizing actions to be developed for the plan. Strategy screening criteria may include considerations such as community support, co-benefits, feasibility, and community capacity for implementation. The process of determining City of La Crosse screening criteria will begin by reviewing paleBLUEdot’s database of Climate Action

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Strategy Screening Criteria used by communities throughout the region. From this initial database review, the Joint CAP Planning Team will be empowered to narrow and define strategy screening criteria of their own, ultimately building a consensus on the criteria against which potential actions should be measured. Examples of potential criteria that results from this process include equity, community support, return on investment, and economic development potential.

Prioritization

Once we have the comprehensive list of potential strategies and actions evaluated, they will be reviewed with the City and Joint CAP Planning Team through a collaborative workshop session for prioritization and refinement. These lists will form the basis of the draft Climate Action Plan as well as review and input by City Staff, the CAP Team, and the Community Engagement effort outlined in the Task 4 section of this proposal.

Task 6.5 CAP Action Finalization

Following the Draft CAP actions review outlined in Task 3.4, paleBLUEdot will engage in a meeting with the CAP Project Team to review the community engagement and committee input and to establish a consensus understanding on appropriate integration of that feedback. Following CAP Project Team direction consensus, paleBLUEdot will facilitate joint CAP Planning Team workshops to finalize the CAP strategies and actions. The first portion of these workshops will focus on review, consideration, and integration of review input received through community and steering committee input. The second portion of these workshops will focus on collaborative identification of CAP action implementation responsibilities, potential supporting partners, and supporting community resources.

Task 6.6 Strategy and Action Measurement and Metrics

paleBLUEdot will execute a review of the City of La Crosse climate and sustainability goals and policies to identify monitoring requirements. Our team will combine these observations with the preliminary metrics included in the Risk and Vulnerability Assessment and the Climate Baseline Assessment documents to arrive at recommended metrics for the strategies and actions included in the final Climate Action Plan. The intent of the effort will be to identify metrics which are readily available and repeatable on an annual basis. The metrics identified will be included in the final Implementation Matrix.

Task 6.7 Implementation Matrix and Annual Reporting Template

paleBLUEdot will provide an excel based implementation matrix tool for use by City staff in tracking and monitoring the implementation progress of all Climate Action Plan strategies and actions. The Implementation Matrix will include information on implementation responsibilities, and metrics to measure success for all actions. The Matrix will include template formatting for annual staff reporting on action status and performance data reporting. To support ease of use and collaboration by many City staff, the Matrix will be a highly searchable database enabling searches by CAP sector, climate action strategy grouping, department/staff responsible for implementation, and by key word/phrase. The Implementation Matrix will also retain any notes and comments which were made by all Joint CAP Planning Team members during the planning phase so that City staff will have ready access to those records. The Matrix will also include, where applicable, an identification of other communities that have similar actions included in their sustainability or climate action plan – enabling City staff to identify peer communities who may be contacted in the future to share implementation observations and lessons learned. Finally, the Implementation Matrix will support annual progress reporting based on the identified metrics.

Task 6.8 Draft CAP Strategy and Action Review

The review, refinement, and prioritization process outlined in Task 3.3 will result in Draft CAP strategies and actions. Following the development of the draft CAP actions, paleBLUEdot will engage in a meeting with the CAP Project Team to confirm consensus on the draft CAP actions and to coordinate the review and input process.

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Soliciting review and input on these draft CAP actions will form the basis for the drafting community engagement outlined in the Task 4 Engagement section. During this timeframe, paleBLUEdot will also coordinate with the CAP project team to provide a presentation and input session with the Steering Committee for input on the draft CAP actions.

Task 6.9 Cost Benefit Analysis

The paleBLUEdot Integrated GHG Inventory and Modeling Tool (see GHG Inventory section in this proposal) includes a cost benefit analysis module. The module is linked to tool's GHG reduction modeling modules which calculate the community-wide energy consumption and emissions reductions resulting from the actions and strategies developed for the Climate Action Plan. The tool can then be used for community-wide cost benefit calculations using the modeled raw energy consumption savings, and projected investments in relevant technologies such as distributed renewable installations, EV infrastructure, etc. The resulting calculations can then be broken down to present the projected cost benefit based on CAP sector (Transportation, Buildings, etc) or community sector (residential sector, commercial sector, etc).

Cost benefit calculations will also include a calculation for a localized social cost of carbon. This social cost of carbon will enable the cost benefit analysis to also include a projection for the value of the avoided carbon impacts associated with the CAP plan GHG reductions. The localized social cost of carbon will be calculated using the City's current GHG emissions as calculated in the GHG inventory in combination with the estimated local climate change cost impacts on agriculture, energy costs, labor productivity, property crime, and violent crime to arrive at a localized cost of carbon impacts on a per metric ton basis.

Task 6.10 Draft Climate Action Plan Development and Review

paleBLUEdot will develop a Draft Climate Action Plan including the final CAP strategies and actions developed through Task 3.5 as well as a full public-facing plan document presented in a format that is visually appealing, easy to understand, and translatable to a variety of media. The Draft Climate Action Plan will include a Draft Implementation Matrix.

The Draft Climate Action Plan will be reviewed at an initial meeting with the CAP Project Team. The Draft Climate Action Plan will then be reviewed with the joint CAP Planning Team. Following these meetings, the Draft Climate Action Plan will be provided to the joint CAP Planning Team for editorial review. The intended result of the review process will be for the CAP Project Team to receive and consolidate a unified, consensus direction on final draft plan refinement desired.

Task 6.11 Final Draft Plan Review

Following receipt of the consolidated review direction, paleBLUEdot will produce a Final Draft of the Climate Action Plan. This Final Draft Climate Action Plan will be reviewed with the Steering Committee and used as the foundation for the City Council and community plan review effort. The intended result of the Steering Committee and public engagement review process will be for the CAP Project Team to receive and consolidate a unified, consensus direction on final plan refinement.

paleBLUEdot will coordinate with the CAP Project Team and Steering Committee on the desired Final Draft CAP plan presentation and City Council review process. Our team will create appropriate presentations and review documents to support the final City Council review process expectations.

Task 6.12 Final Climate Action Plan Edits

Following receipt of the consolidated, unified consensus direction on final plan refinement, paleBLUEdot will finalize the Climate Action Plan and Implementation Matrix.

Task 6.13 Example Municipal Policies and Ordinances (offered Pro Bono)

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Most Climate Action Plans include actions which ultimately require the development of a City policy or ordinance in order to implement fully. paleBLUEDot has found that the development of policies and ordinances can frequently be made easier if the City department responsible for developing the policy has access to successful example policies or other “best practice” guidance. To support the City’s resources in “hitting the ground running” in the transition to plan implementation with respect to policy and ordinance development, paleBLUEDot will research, identify, and curate example policies and ordinances for actions in the final CAP plan which require policy or ordinance development (unless, of course, examples are not yet available). paleBLUEDot will create a webpage resource for the City will all of the example policies and ordinances organized by Climate Action Plan sector.

Task 7. Support City in Adoption of the Climate Action Plan and General Plan Amendments

The paleBLUEDot team will execute the work of the Climate Action Plan in close coordination with the City’s related on-going General Plan Amendment work. Our team will participate in coordination discussions, meetings as needed to maintain coordination between the two plans. paleBLUEDot will also execute a review of draft General Plan to support identification of General Plan Amendments which may best support the Climate Action Plan implementation. Our team will review the final CAP plan and implementation matrix and will identify specific strategies and actions which should be reflected in or coordinated with the final General Plan Amendments and will provide documentation to the City.

Climate Action Toolkit Supporting CAP Implementation Community Climate Action Dashboard

The paleBLUEDot team proposes to create a La Crosse CAP dashboard website providing the City with a reporting and engagement venue supporting the CAP implementation phase. The Dashboard website will be hosted on Squarespace and will include an overview and access to the plan, a “Progress” section providing a dashboard for energy and emissions progress as well as a tool to report on the implementation status of all key actions included in the plan, and Climate Action Toolkit providing an interactive venue to promote and support community action.

The website’s “Progress” section will be designed to interface with standard Microsoft files (Word and Excel) and/or Google documents empowering City staff to be able to update data CAP progress at regular intervals (note, some key metrics may instead use the charting functions native to Squarespace and require data entry directly to the website). This approach will maximize City staff reporting ease while minimizing on-going site maintenance expenses and complexity.

Community Climate Action Toolkit

The CAP and its recommended strategies and solutions are not just for City officials use and government-owned buildings and assets. The CAP should also provide the community with actionable next steps towards climate action, which will be supported through a Climate Action Toolkit. The toolkit will include an online engagement platform as well as an online database of resources supporting community action.

This Climate Action Toolkit will provide a City of La Crosse landing page integrated into and using the Western Wisconsin region of the BrightAction platform designed to engage and empower individual households on climate and sustainability actions. This portion of the toolkit will provide a simple, easy, and fun engagement platform and program that empowers residents and business owners to learn about climate solutions supporting the La Crosse Climate Action Plan, take action, and save money. The interactive platform will include many easy, affordable actions that everyone can take to make a difference as well as actions of increasing impact for those ready and capable of more advanced action.

Community Guides Supporting CAP Implementation (pro bono)

paleBLUEDot will produce public facing guides to support community education and awareness on the three major high-impact categories of personal / household / and company action potential: High Performance / Net Zero

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building energy efficiency, on-site renewable energy, and EV adoption and charging infrastructure. The guides to be produced include:

Net Zero Energy Building Guide

The Net Zero Energy Building (NZE) Guide will be developed as a tool for use by businesses and residents of the City of La Crosse. The intent of the NZE Building Guide will be to provide insight, education, and actionable guidance on advancing high performance energy efficiency and zero emissions buildings supporting the City's GHG Reduction goals within the Building sector.

The NZE Building Guide will be developed as a print-ready document as well as a webpage embedded magazine or PDF for on-line use. The guide will include considerations for commercial and institutional buildings, and residential buildings. The NZE Building Guide will provide an introduction to the concept of Net Zero, common terms, and the purposes and benefits of Net Zero building. The guide will include a review of building design and construction team structure and approaches for reaching NZE, as well as an overview of Net Zero procurement tools and strategies available to building owners. The guide will provide a menu of strategies for achieving Net Zero design. The menu of strategies will be organized by building components and aspects and will include links to additional resources.

Solar Ready Guide

paleBLUEdot will provide a Solar Ready Guideline document as a companion to the NZE Building Guide. The intent of this document will be to provide insight, education, strategies and content with actionable guidance on advancing on-site renewable energy deployment supporting the City's GHG Reduction goals within the Building sector. The Solar Ready Guide will provide an overview of design considerations all buildings should include in order to more readily and cost-effectively support a future solar photovoltaic array installation. The Solar Ready Guideline will include a "solar ready checklist" for building owners, designers, and contractors to use in support of making their projects solar ready. The guide will also identify strategies and "next steps" the City of La Crosse can employ to encourage and advance distributed on-site renewable energy deployment throughout the City. The guide will also include a brief section on aesthetics with a range of solar PV integration examples.

EV Ready Guide

The EV Guide is intended to support residents, families, institutions, and businesses in exploring, planning for, and making the transition to electric vehicle use. The guide will provide a broad overview of electric vehicle information, resources, and recommendations. The guide will include: an introduction to EV technology and charging infrastructure; driving and maintaining electric vehicles; an overview of the EV market; review of transitioning commercial fleets to electric vehicles; a review of EV fleet use cases; site and building EV readiness standards; estimating EV charging infrastructure needs for residential, commercial, and fleet needs; estimating electric vehicle power needs and consumption for residential, commercial, and fleets; EV buying guide; review of current federal, state, and utility incentives; and references to additional resources.

Task 4.1 Developing the Community Engagement Approach and Strategy

To implement effective change and a feasible climate action plan that transitions a community towards both climate mitigation and climate action addressing the needs of all, but especially populations particularly vulnerable to the critical impacts of climate change, an effective community engagement plan needs to be utilized. A community of business owners, community services, developers, homeowners and property management, and residents and youth must be actively involved in the planning, design, and implementation of any climate strategy or action that involves the whole community and is uniquely tailored for the City of La Crosse.

Our team anticipates working with the City to design on-going engagement, long-term planning, and implement the goals of the community for effective climate action. Our team proposes a two phase engagement approach as outlined in the following sub-tasks.

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Task 4.2 Community Engagement Phase 1 – Community Input

The paleBLUEDot team utilizes a collaborative process to build climate action through community engagement. The approach includes all stakeholders, paleBLUEDot team members, City project team representatives and team leads, representatives of under-represented, vulnerable communities, and representatives of local businesses and community groups. paleBLUEDot's community leads, Ted Redmond, Colleen Redmond, and Hudā Ahmed, have significant community engagement experience. The team will leverage and build upon that experience to cast the wide net of engagement to reach a diversity of community members and under-represented groups.

Task 4.2 Community Engagement Phase 1 – Community Input (continued)

Community Project Website: A key tool in our approach is a project website that will serve as an easily accessible forum for obtaining and sharing project information. The outreach team will create a design-forward, interactive, mobile-friendly, and accessible web platform. The website will include a robust amount of information, including a project overview, frequently asked questions, key resources, project schedule, and materials from public input opportunities. paleBLUEDot will secure a custom domain, develop content, design and construct the website, secure hosting, maintain the website, and provide up to four content updates of the website through the planning process. At the completion of the project the website will be made available to the City to enable the City to continue use of the website throughout the plan implementation phase.

Community Engagement Meetings: These meetings are designed to provide an inclusive, responsive, diverse, feasible strategic engagement process that addresses the concerns and perspectives of all key stakeholders across sectors, geographies, cultures, and interests in which the project seeks to engage.

Public Information Campaign: The paleBLUEDot team will work with the City to design a public information campaign about the development of the Climate Action Plan, and the role of community members and residents to participate in the process. The campaign will include information for the city website, project website, and the City's social media accounts, in addition to flyers, and brochures provided at community outreach meetings.

Community Perspectives Installation: This project will post a large interactive piece in a high foot-traffic area of La Crosse (City owned/controlled) posing questions to capture community opinions and feedback from all age levels, such as: "A green La Crosse means _____, carbon neutrality in La Crosse looks like _____." The piece will also include a link and QR code connecting community members with the project website as well as a content upload center where community members can upload stories, art, poems, or other materials expressing their input.

Pop-Up Events: To broaden input surrounding CAP drafting and finalization, paleBLUEDot can attend and staff a vendor booth at two community events that solicits additional input from the public.

Equity Listening Sessions: paleBLUEDot's Equity Engagement Lead, Huda Ahmed, will organize and lead up to six focus group listening sessions and one-on-one interviews with priority community liaisons to begin to build relationships, deepen understanding of needs, and identify best ways to partner to broaden engagement within their community. The goal of this engagement will be to identify and activate key community partners and establish Climate Engagement Champions capable of supporting deep, authentic communication within target communities within the City and support robust input on solution ideas and the impacts experienced by different communities and groups within the city. This process will also identify potential Co-Creators within these communities who can participate as representatives in the Climate Action Planning Team. The paleBLUEDot team will compensate the Co-Creators directly for their in-depth participating, helping to enable the participation of under represented or vulnerable populations within the planning effort.

Community Partner Listening Sessions: Our team will provide support for community partner listening sessions to empower community partner organizations – as well as any interested community member - in holding input sessions with their community groups, neighborhood organizations, religious communities, schools, or family and

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neighbors. The listening sessions will be designed to collect general/overall input, solution ideas, as well as input on impacts experienced by different communities and groups within the city.

To support this effort, paleBLUEDot will develop a “Meeting in a Box” Toolkit to provide community partners and interested community groups and individuals the resources needed to hold their own climate action listening session. The toolkit will be developed and distributed to community partners and will include a facilitator’s guide, infographics with facilitator’s talking points, recommended questions for discussion, session “sign in”, and listening session reporting worksheet.

On-Line Survey: To expand the opportunity for community input and involvement, the paleBLUEDot team will develop an on-line survey which can be distributed as linked content for the City’s social media channels as well as inclusion in other City communications. The focus of this survey will be to explore community awareness of climate change science and issues, collect input on concerns, interests, and ideas for addressing climate mitigation and adaptation.

Infographics

paleBLUEDot will develop a series of infographics with topics such as summarizing the findings of the GHG Analysis, Climate Risk and Vulnerability Assessment, and additional baseline documentation. The intent of the infographics will be to support communication of data to the public through the workshop sessions, focus group discussions, social media, and public website. The infographics will also be used in the engagement of the CAP Project Team.

Task 4.3 Community Engagement Phase 2: Draft CAP Review, Refinement, and Feedback

Community Engagement Meetings: following the completion of the Draft La Crosse Climate Action Plan, paleBLUEDot will coordinate with City team members to present the draft plan through community engagement meetings to solicit input, feedback and to gauge the level of community interest. Each sector of the draft Climate Action Plan will have posters summarizing the sector and outlining the potential proposed strategies and actions. Attendees will be given opportunities to provide qualitative feedback, and to “vote” for their preferences. These community engagement events will be live and/or virtual, interactive, and will allow community members an opportunity to provide their thoughts on the Climate Action Plan and help to prioritize the potential strategies and actions they deem most important to the community.

Draft CAP Review Webpage and Survey: paleBLUEDot will create a website hosting the full Draft Climate Action Plan with online survey forms to provide community members an additional review and feedback mechanism on the draft plan.

Equity Listening Sessions: paleBLUEDot’s Equity Engagement Lead, Huda Ahmed, will re-engage the focus groups and interviewees engaged in Phase 1 in a discussion reviewing the Draft CAP plan. The goal of these sessions will be to collect overall feedback as well as a focus on understanding how the implementation of the plan can best incorporate equity and empowerment for under represented and vulnerable populations in the city. These sessions will also explore potential community based implementation partners, resources, and pathways to enhance the effectiveness of the Climate Action Plan Implementation phase. The paleBLUEDot team will create Equitable Implementation Considerations content for each of the Climate Action Plan sectors based on the input and information collected through these sessions. Potential equity partners for specific CAP strategies and actions will be identified and included as “Potential Partners” in the Implementation Matrix.

Task 4.3 Community Engagement Phase 2: Draft CAP Review, Refinement, and Feedback (continued)

Youth Engagement: Youth engagement in climate action planning and implementation is a crucial bridge to the future as well as to families - particularly those who are under represented. Activating youth involvement in climate action is necessary to ensure the long-term success of plan implementation.

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Working collaboratively with members of the City, community, School District of La Crosse, and other stakeholders, paleBLUEdot will assist in the development of a Youth Engagement mechanism (anticipated to be a Youth Engagement Forum). The goal is to establish ongoing inclusion of young people in the Climate Action Plan review process and implementation, and to build the foundation for the next generation of climate engagement, and progress towards the City's long-range goals. This cooperative effort will focus on youth Education, Awareness, and Engagement in regards to climate change and the positive steps outlined in the City's action plan.

STANDARD TERMS AND CONDITIONS (Service Contracts) Rev. Aug 2021

1. DEFINITIONS. In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this document titled "Standard Terms and Conditions (Service Contracts)" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.
2. STANDARD OF PERFORMANCE. Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.
3. FULLY QUALIFIED. Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.
4. SCOPE OF SERVICES. Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in, and reasonably inferable from, this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.
5. CHANGE OF SCOPE. The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. Contracting Party agrees to make any and all changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance in writing. Disputed work shall be performed as ordered in writing by La Crosse, and the proper cost or credit breakdowns therefor shall be submitted without delay by Contracting Party to La Crosse.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall not be made until La Crosse, in its sole discretion, determines the work is complete and accepts the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.
7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.
8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by virtue of the Contracting Party's performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.
9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement for convenience at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. SAFETY. Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.
11. DELAYS. If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, as determined by La Crosse in its sole discretion, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse in its sole discretion. If performance of La Crosse's obligations is delayed through no fault of La Crosse, as determined by La Crosse in its sole discretion, La Crosse shall be entitled to an extension of time equal to the delay.
12. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.
13. INSURANCE. Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.
 - a. Worker's Compensation and Employers Liability Insurance. Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.
 - b. Commercial General Liability and Automobile Liability Insurance. Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:
 - i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).

2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Umbrella Liability. One million dollars (\$1,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.
 - c. Professional Liability Insurance. When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.
 - d. Required Provisions. The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
 - ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any

- insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
 - iv. Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.
 - vi. Such liability insurance shall indemnify La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
 - vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
 - viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A-VIII.
- e. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by La Crosse. At the option of La Crosse, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
 - f. Evidences of Insurance. Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the

insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

- g. Subcontractor. In the event that Contracting Party employ other contractors (subcontractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.
 - h. Amendments. La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.
- 14. INDEMNIFICATION. To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, reasonable attorney (including, without limitation, in-house counsel legal fees) and professional fees and costs, costs and expenses of whatsoever kind, character or nature (including, without limitation, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by

applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within five days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law. Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

15. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.
16. **TIMELINESS OF CLAIMS.** All causes of action against La Crosse arising out of or relating to this Agreement shall expire unless brought within one (1) year of the date of the first date of performance or breach which, in whole or in part, gives rise to the claim.
17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.
18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a

trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. NOTIFICATION. Contracting Party shall:

- a. As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party to cure or mitigate the default.
- b. Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- c. Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. ASSIGNMENT, SUBLET, AND TRANSFER. Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of La Crosse. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion.

23. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term,

covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.
25. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse
26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. POLITICAL ACTIVITIES. Contracting Party shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.
29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.
30. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.
31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.
32. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. NOTICES. Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk	Copy to:	Attn. City Attorney
	City of La Crosse		City of La Crosse
	400 La Crosse Street		400 La Crosse Street
	La Crosse, WI 54601		La Crosse, WI 54601

Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. INCORPORATION OF PROCEEDINGS AND EXHIBITS. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.
35. ACCESS TO RECORDS. Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.
36. PUBLIC RECORDS LAW. Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La

Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. **CONSTRUCTION.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.
38. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.
39. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.
40. **FORCE MAJEURE.** La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.
41. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
42. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. EXECUTION OF AGREEMENT. Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.
44. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
45. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.