



April 27, 2022

Mr. Jay Odegaard
Director
La Crosse Parks, Recreation & Forestry
400 La Crosse Street
First Floor City Hall
La Crosse, WI 54601

Dear Ms. Odegaard:

This letter (“Letter”) sets forth our understanding of the terms and objectives of the engagement of Conventions, Sports & Leisure International (“CSL”) to provide the City of La Crosse with assistance during the consideration, solicitation, evaluation and negotiations with private firms to provide La Crosse Center management services. This Letter also provides the nature and limitations of the services to be provided and the related fee arrangement.

Scope of Services

The specific services to be provided with respect to this process are listed below.

- Review Request for Letters of Interest (RFI) to be issued by the City to prospective management firms.
- Participate in stakeholder and community discussions, as well as Council meetings, as to the implications of contracted management of the La Crosse Center.
- If approved to move forward, assist in preparation of a formal Request for Proposals (RFP) from prospective management firms.
- Assist in developing RFP weighted evaluation criteria.
- Work with the selection committee to ensure a uniform approach to written submittal evaluation and scoring.
- Review submitted proposals and provide input regarding strengths and weaknesses of submittals.
- Participate in the proposer interview process.
- Work with the selection committee during their final evaluation and scoring process.
- Assist the City legal staff with negotiations with the selected firm as needed.

Professional Fees and Expenses

We will bill for services on an hourly rate basis with a not-to-exceed project cost of \$25,000, using the following rates:

| | |
|-------------------|-------|
| Project Principal | \$210 |
| Project Manager | \$170 |
| Project Analyst | \$120 |

The \$25,000 cap on costs includes any travel or other related expenses.

Professional fees and out-of-pocket expenses will be billed and are payable on a monthly basis.

Conditions of Work

1. Information and Data. CSL is entitled to assume, without independent verification, the accuracy of all information and data that the Client provides to CSL. All information and data to be supplied will be complete and accurate to the best of the Client's knowledge. CSL will use information and data furnished by others if CSL in good faith believes such information and data to be reliable; however, CSL shall not be responsible for, and CSL shall provide no assurance regarding, the accuracy of any such information or data. CSL shall be providing advice and recommendations to the Client; however, all decisions in connection with the implementation of such advice and recommendations shall be the Client's responsibility. CSL shall have no responsibility for any decisions made by the Client relating to the project or CSL's services hereunder. CSL shall have no responsibility for any assumptions provided by the Client, which assumptions shall be the Client's responsibility. The reports may include estimates of annual operating results based upon courses of action that the Client expects to take prior to and during the period under analysis. The Client is responsible for representations about its plans and expectations, and for the disclosure of significant information that might affect the estimated results.

2. Reports. Any reports prepared by CSL are valid only when presented in their entirety and only for the purpose stated therein. It is expressly understood that (a) CSL's reports, suggestions, analyses and conclusions, if any, do not, in whole or in part, constitute a fairness or solvency opinion or a feasibility report and (b) CSL will not perform any review, audit or other attestation procedures with respect to financial information as defined by the American Institute of Certified Public Accountants and will not issue any opinion, report or other form of assurance with respect to any financial information. There will usually be differences between the estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Should the Client have any reservations with regard to the estimates, CSL will discuss them with the Client before the report is issued. Any partially completed work products and drafts presented to the Client are for internal use only.

3. Confidentiality. CSL will maintain the fact of this engagement along with all aspects of the engagement in strict confidence, not disclosing to any third party. Client understands and agrees that CSL shall be the owner of all methods, techniques, processes and skills and adaptations thereof (including, without limitation, generalized features of the sequence, structure and organization) of any work product resulting from CSL's services. CSL understands and agrees that Client shall be the sole owner of all products resulting from or related to CSL's services, including, without limitation, all survey data, feasibility studies, revenue potential analyses, market demand analyses, and any other documents or summaries of the findings or results of any analysis related to this agreement. All confidential information provided by the Client shall remain Client's sole property. CSL will preserve the confidential nature of information received from the Client in accordance with CSL's established policies and practices. Neither Client nor CSL shall reference the other's

name or anything related to this engagement without the other's prior written consent, except as may be required by law in which case, consent of the other party shall not be required. The Client agrees that any reports, analyses or other documents prepared by CSL will be used only in compliance with these terms, conditions, applicable laws, and regulations.

4. Property. To the extent that CSL utilizes any of its property (including, without limitation, proprietary databases, proprietary information, any hardware or software) in connection with its services, such property shall remain the property of CSL, and the Client shall not acquire any right or interest in such property. CSL shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose its ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof (including, without limitation, generalized features of the sequence, structure and organization) in conducting its business, and the Client shall not assert or cause to be asserted against CSL or its personnel any prohibition or restraint from so doing. However, all products resulting from or related to CSL's services, including, without limitation, all survey data, feasibility studies, revenue potential analyses, market demand analyses, and any other documents or summaries of the findings or results of any analysis related to this agreement shall be deemed works for hire that Client owns.

5. Limitation on Warranties. This is a consulting services agreement. CSL represents and warrants that it shall provide the services in good faith using commercially reasonable efforts. CSL disclaims and Client hereby expressly waives any and all claims based on any other representations and warranties, whether express, implied or otherwise, including, without limitation, warranties of merchantability and fitness for a particular purpose.

6. Indemnification. The Client and its affiliates shall indemnify and hold harmless CSL, its members, principals, and employees from and against any and all causes of actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, legal fees and expenses) which may be asserted, brought against, paid or incurred by any of them at any time in any way arising out of or relating to CSL's services, except to the extent it is finally judicially determined that such losses have resulted from the willful misconduct of CSL. CSL and its affiliates shall indemnify and hold harmless the Client, its members, principals, and employees from and against any and all causes of actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, legal fees and expenses) which may be asserted, brought against, paid or incurred by any of them at any time in any way arising out of or relating to CSL's services, except for provision 5 and/or to the extent it is finally judicially determined that such losses have resulted from the willful misconduct of the Client.

7. Limitation on Damages. CSL, its members, principals, and employees shall not be liable to the Client for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the Fees paid by the Client to CSL for its services. In no event shall CSL, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of Section 6 and this Section 7 shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement. The Client, its members, principals, and employees shall not be liable to CSL for any losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the Fees paid by the Client to CSL for its services. In no event shall the Client, its members, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The provisions of Section 6 and this Section 7 shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the completion or termination of this engagement.

8. Subsequent Work. CSL, by reason of the performance of its services, is not required to furnish additional work or services, or to give testimony, or to be in attendance in court with reference to the assets, properties, or business interests in question. CSL will have no responsibility to update any report, analysis, or other

document relating to its services for any events or circumstances occurring subsequent to the date of such report, analysis, or other document.

9. Cooperation. The Client shall cooperate with CSL in connection with the performance of its services, including providing CSL with reasonable and timely access to the Client's information, data, and personnel.

10. Non-Exclusivity. Nothing in this report, including these Terms and Conditions, shall be construed as precluding or limiting in any way the right of CSL to provide consulting or other services of any kind or nature whatsoever to any person or entity as CSL in its sole discretion deems appropriate.

11. Force Majeure. CSL shall not be liable for any delays or failures to perform its services resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war, or other violence, or any law, order, or requirement of any governmental agency or authority.

12. Independent Contractor. CSL is an independent contractor and not an employee, agent or partner of Client. CSL is not authorized directly or indirectly to represent to any person that CSL has the authority to bind the Client to any agreement or course of conduct.

13. Inconsistencies. In the event of any conflict or inconsistency between the provisions set forth in the Letter and these Terms and Conditions, the provisions of these Terms and Conditions shall govern.

14. Complete Agreement. The Letter, including these Terms and Conditions, constitutes the entire agreement between the Client and CSL with respect to the subject matter thereof and hereof, and supersedes all other oral or written representations, understandings, and agreements between the Client and CSL relating to the subject matter thereof and hereof. The Letter, including these Terms and Conditions, cannot be changed, except by written instrument signed by both the Client and CSL. The Letter, including these Terms and Conditions, shall be binding on the Client and CSL, and the Client's and CSL's permitted successors and assigns; however, neither the Client nor CSL may assign the Letter, including these Terms and Conditions, without the prior written consent of the other, except that the Client and CSL may assign the Letter, including these Terms and Conditions, to any successor to all or substantially all of the business or assets of such party.

15. Governing Law. The Letter, including these Terms and Conditions, shall be governed by and construed under the laws of the State of Wisconsin.

16. Counterparts. This Letter may be executed in counterparts, or by facsimile or telecommunicated counterparts, each of which shall be deemed an original and both of which, when taken together, shall constitute the same agreement.

17. Consent and Good Faith Dealings. The parties hereby covenant, each to the other, that each will deal with the other equitably, and will take into account the reasonable commercial expectations of the other in the exercise of rights and obligations hereunder. When consent or approval is requested for any action, the party from whom approval is sought shall give full and fair consideration to the financial issues raised by the other party and shall act in a fair, timely and non-capricious manner. Unless other indicated specifically in this Letter, consent and approvals shall not be unreasonably withheld, delayed or conditioned.

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Mr. Odegaard
March 17, 2022
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If you are in agreement with the aforementioned, please indicate by signing in the space provided below, and returning this letter to CSL International. If you would like to discuss this letter, please contact Tyler Othen at (612) 294-2004, or jkaatz@cslintl.com.

Very truly yours,



Conventions Sports & Leisure International, LLC

Acknowledged and Accepted by:

Signature

Printed Name

Title

Date