

RESOLUTION

WHEREAS, the Federal Government awarded an Economic Development Initiative Grant (EDI-SP) through the U.S. Department of Housing and Urban Development (HUD) to the City of La Crosse to assist in establishing a Center for Manufacturing Excellence, and

WHEREAS, the City is partnering with the Coulee Region Business Center (CRBC) to be named the Coulee Region Center for Technology and Manufacturing Excellence to retool and upgrade the Center; and

WHEREAS, in order for the City and CRBC to proceed, the City and the CRBC must enter into a Services Agreement and the City must accept the grant from HUD.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby accepts a non-matching grant from HUD for an EDI-SP Grant (BO6SPWI1098) in the amount of \$198,000.

BE IT FURTHER RESOLVED that the City of La Crosse hereby approves the attached Services Agreement between the City of La Crosse and the CRBC and authorizes the Mayor and City Clerk to execute said Services Agreement on behalf of the City.

BE IT FURTHER RESOLVED that the City Engineering Department and the Board of Public Works are authorized to select and pay from funds from the CRBC a professional design consultant to assist preparing plans, specifications and estimates and report of bids to the Common Council.

BE IT FURTHER RESOLVED that the Director of Planning and Development, Director of Finance and Purchase/Treasurer, City Engineer and the Board of Public Works are hereby authorized to take any and all steps necessary in connection with this resolution.

**SERVICES AGREEMENT BETWEEN THE CITY OF LA CROSSE
AND COULEE REGION BUSINESS CENTER**

This Services Agreement is made as of the _____ day of October, 2012 by and among the City of La Crosse, a municipal corporation, ("City") and the Coulee Region Business Center, ("CRBC").

WHEREAS, the Federal Government awarded an Economic Development Initiative Grant (EDI-SP) project #BO6SPWI1098 through the U.S. Department of Housing and Urban Development (HUD) to the City of La Crosse to assist in establishing a Center for Manufacturing Excellence; and

WHEREAS, the Common Council of the City of La Crosse authorized acceptance of said grant in Resolution # _____ in October , 2012; and

WHEREAS, the City must enter into this Services Agreement with the CRBC to carry out the project.

NOW, THEREFORE, IN CONSIDERATION of the covenants set forth herein and other good and valuable consideration, receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. TERM: The term of this Agreement shall commence on November 1, 2012 and terminate on October 31, 2014. Either party may terminate this Agreement upon ten (10) days prior written notice.

2. IN-KIND MANAGEMENT SERVICES/COMPENSATION: The Executive Director from the CRBC shall devote as much time as is necessary performing work in accordance with this Agreement. This schedule may fluctuate according to the needs of the City of La Crosse during the renovation and retooling project. There shall be no monetary compensation to the CRBC or its Executive Director under this agreement. The City Engineering Department shall be the primary contact for purposes of the construction/renovation project including construction monitoring and compliance with Davis/Bacon wage monitoring.

3. PROJECT COSTS: There shall be no costs to the City of La Crosse for this project and all costs related to this project are to be paid for by the Federal EDI-SP Grant or the CRBC. The Federal HUD Funds under the EDI-SP are capped at \$198,000 and the CRBC shall fund this project at \$47,800 for a total project budget of \$245,800. Funds may be used for hard construction costs and design professional fees. In addition, the CRBC shall be responsible for paying for any project audit by the City's independent auditor which is estimated to cost \$1,000.

4. INDEMNIFICATION: The CRBC agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all suits, actions or claims of any character brought because of injury or damage received or sustained by any person or property arising out of or from any

asserted negligent or intentional act, error or omission of the CRBC.

5. ASSIGNMENT: The parties agree that the expertise and experience of CRBC and its Executive Director are material considerations inducing the City to enter into this Agreement. The CRBC shall not assign or transfer any interest in this Agreement or the performance of its obligations hereunder without prior written consent of the City and any such attempt to so assign or transfer this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

6. LOCAL LAW: Notwithstanding any other provision, condition or term herein, each and every term, condition or provision herein is subject to the provision of the Charter of the City, ordinances and acts thereunder and the rules and regulations promulgated thereunder, the Constitution of the State of Wisconsin and laws of the State of Wisconsin.

7. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Wisconsin as to interpretation, performance and choice of law and shall be deemed as drafted through the combined efforts of both parties of equal bargaining strength and any action at law or equity relating to this Agreement shall be instituted exclusively in the courts of the State of Wisconsin and venued in the County of La Crosse. Each party waives its right to change venue.

8. NON-DISCRIMINATION: The CRBC shall not discriminate in any way against any person on the basis of age, sex, race, color, creed, sexual orientation, actual or perceived gender identity, disability, marital status or national origin related to the performance of this Agreement.

9. SEVERABILITY: Should any part, term, portion or provision of this Agreement or the application thereof to any person or circumstance be in conflict with any state or federal law or otherwise rendered unenforceable, it shall be deemed severable and shall not affect the remaining provisions, provided that the remaining provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

10. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended except pursuant to written instrument signed by both parties.

11. REPRESENTATIONS AND WARRANTIES: Each party to this Agreement represents and warrants that it and the signators below have the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without requirement, approval or consent of any other person or interested person in connection herewith except as otherwise provided within this Agreement. 3

12. CONSTRUCTION: This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted and the captions contained in this Agreement are solely for the convenience of reference and shall not affect its interpretation. 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.

13. PUBLIC RECORDS: The CRBC understands and acknowledges that the City is subject to the Public Records Law in the State of Wisconsin. The CRBC agrees to assist the City in responding to said requests when it pertains to this Agreement, if necessary and where applicable. The CRBC agrees to indemnify and hold the City harmless for any cost, claim or action stemming from CRBC's failure to comply with this provision.

By: Coulee Region Business Center

Dave Loomis, Executive Director

Dave Wagner, Board President

By: City of La Crosse

Mathias Harter, Mayor

Teri Lehrke, City Clerk