

## Agreement to Provide:

- Tax Increment Financing Consulting – General and Tax Increment Districts 11 & 14

Date of Transmittal: September 3, 2014  
Client: City of La Crosse, WI  
Proposed Engagement(s): Consulting services related to Tax Increment Financing, generally, and Tax Increment Districts 11 & 14, specifically  
*Hereinafter, referred to as the “Project”*

This Agreement is between the City of La Crosse, WI (the "Client") and Ehlers & Associates, Inc. ("Ehlers"). Ehlers agrees to provide the following scope of services for the above Project:

### Scope of Services for the Project

Ehlers shall assist the City’s Planning and Economic Development staff with general consulting related to existing and new Tax Increment Districts (TIDs) and specifically with TIDs 11 (“Gateway”) & 14 (“Gundersen Lutheran”). The scope of services for the Project shall generally consist of, but not be limited to:

1. General consulting to provide assistance with the administration and project plan implementation of the City’s various TIDs and the use of the Tax Increment Financing (TIF).
2. Assistance with the administration and detailed forecasting of TIDs 11 & 14:
  - a. TID 11
    - i. Assist with review of existing development agreement(s) and modeling of financial impacts in consultation with City Planning and Economic Development, Finance, and Legal departments.
    - ii. Provide an updated financial forecast based on a detailed understanding of the development agreement(s) and other factors affecting the TID.
    - iii. Provide any additional recommendations upon completion of i. & ii. above.
  - b. TID 14
    - i. Assist with review of existing development agreement(s) and modeling of financial impacts in consultation with City Planning and Economic Development, Finance, and Legal departments.
    - ii. Provide an updated financial forecast based on a detailed understanding of the development agreement and other factors affecting the TID.
    - iii. Provide any additional recommendations upon completion of i. & ii. above.

## Compensation

In return for the services set forth above, Client agrees to compensate Ehlers at the hourly rates as follows:

<b>Position</b>	<b>Hourly Rate</b>
Senior Financial Advisor	\$225
Financial Advisor	\$200
Financial Specialist/Analyst	\$175

Ehlers total compensation for all portions of the engagement during the contract period shall not exceed \$7,500 without the prior consent of the Client.

Ehlers reviews its hourly rates, annually. Client agrees that Ehlers has the right to adjust its rates for the Positions above not more than annually. Such adjustments to the billable rates will be reviewed and agreed to by the Client prior to invoicing at new rates.

Travel time will be billed at 50% of the hourly rate, with additional reimbursement for actual travel expenses, such as fuel and/or automobile rental costs. We do not intend to charge for incidentals such as overhead, printing, meals, etc. Lodging will be billed to the Client at the actual cost not to exceed \$100/night per individual.

All invoices for hourly services will clearly delineate the individual responsible for the service provided, the name of the project, the hourly rate, and the amount of time in quarter hour increments.

Ehlers reserves the right to adjust its compensation as a result of a change in the Scope of Service directed by the Client. Any amendments to the Scope of Service will be agreed upon in writing by Ehlers and the Client.

## Work Products

All work products shall become the property of the Client upon completion or termination of the engagement. Any proprietary or confidential work product of Ehlers shall be clearly indicated as such, and the Client shall be notified in advance if any work product meets these classifications.

## Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client at regular monthly intervals. Our fees include our normal travel, printing, computer services, and mail/delivery charges. Invoices shall be submitted to the Client by the last Friday of the month for payment in the following month's Council cycle, pending Council approval.

## Client Responsibility

Client is to provide Ehlers with all materials and information necessary in paper or electronic formats to fulfill the identified Scope of Services, as well as making staff available to assist throughout the engagement. Any information considered confidential or not suitable for public dissemination must be noted as such. Client and Ehlers will collectively compile an itemized list of all required documentation prior to inception of the Project.

## Affirmative Statement with Respect to Client’s “Standard Terms and Conditions” for Contracts

The undersigned officer of Ehlers certifies that Ehlers is in receipt of the City’s Standard Terms and Conditions, incorporated herein as Appendix A. Furthermore Ehlers makes an affirmative statement that it is in compliance with the Standard Terms and Conditions, as stated. With respect to Section 14 of the Standard Terms and Conditions, Ehlers shall provide to the Client certificates of insurance for all applicable coverage under this Agreement, as well as documentation that the Client has been made an additional insured party under the enumerated policies under said Section. Such certificates and statements regarding insurance coverage are incorporated herein by reference.

## Execution and Authority

By executing this Agreement, the person signing on behalf of Client represents that he/she has the authority to execute agreements of this type on behalf of Client and that this Agreement constitutes a binding obligation of Client enforceable in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first above written.

CITY OF LA CROSSE, WI

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_





EHLERS & ASSOCIATES, INC.

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

Title: \_\_\_\_\_

