

**INTER-AGENCY AGREEMENT
BETWEEN
THE CITY OF LA CROSSE
AND the Redevelopment Authority**

THIS INTER-AGENCY AGREEMENT ("Agreement") is made between two agencies of the City of La Crosse ("City"), namely the **City of La Crosse** ("the City") and the **Redevelopment Authority** ("RDA").

WHEREAS, the 2021 American Rescue Plan Act ("ARPA") provided approximately \$21.7 million to the City from the Coronavirus State and Local Recovery Fund ("SLFRF"), which consists of the Coronavirus State Fiscal Recovery Fund ("CSFRF") and Coronavirus Local Fiscal Recovery Fund ("CLFRF") (hereinafter, collectively, called "ARPA funding");

WHEREAS, the U.S. Department of Treasury is the federal agency that administers the ARPA funding and has provided the City with the ARPA funding conditional on the City complying with its rules and regulations;

WHEREAS, the City has established a process for City agencies and organizations external to the City to apply for ARPA funding;

WHEREAS, the City has administered the process for ARPA funding and recommends the RDA receive ARPA funding to be used as described in this Agreement and **exhibits** (the "Allocation");

WHEREAS, the City and the RDA wish to enter into this Agreement to memorialize each other's responsibilities in regard to the ARPA funding for the program; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. PURPOSE

The City hereby agrees to provide the Allocation, in the amount set forth herein, to the RDA and cooperate to facilitate the implementation of the use of the funds pursuant to the exhibits.

B. SCOPE

The RDA shall implement the Allocation, including any milestones and deliverables, as described in **Exhibit 1**, which is appended hereto and made a part of this Agreement.

C. TERM

The term of this Agreement shall begin on December 31, 2024 and end on December 31, 2026, unless terminated earlier in accordance with this Agreement.

D. FINANCIAL AND PERFORMANCE REQUIREMENTS

1. *Funding.* Subject to the availability of ARPA funding, the City shall provide funds to the RDA for the Allocation, in an amount not to exceed **(\$850,000.00)** for the term. Any expenses/costs incurred by RDA in excess of this amount shall be the sole responsibility of the RDA.

2. *Budget.* The RDA agrees that all expenditures are to be in accordance with the approved budget for the term of this Agreement. The approved budget is detailed in **Exhibit 1**.

3. *Payment.* The City shall make ARPA funding as specified in this Agreement available for use. The ARPA funding shall be used as described in this Agreement and in **Exhibit 1**. The RDA shall comply with the ARPA funding requirements listed at **Exhibits 2 and 3**. Any ARPA funding advanced to RDA prior to the execution of this Agreement which is related to this Agreement is subject to the terms and conditions of this Agreement.

4. *Reporting.* The RDA agrees to provide supporting documents and corresponding reports as requested by the U.S. Department of the Treasury and RDA to meet reporting requirements. The RDA shall adhere to the instructions and format, including specific forms required by the City and the U.S Department of Treasury for the ARPA funding. Reporting terms and conditions are provided in **Exhibit 4**.

5. *Audits.* The RDA shall comply with all applicable provisions of the federal Uniform Guidance (2 CFR 200), including the Cost Principles and Single Audit Act requirements. The Department shall meet requirements for pass-through entities if applicable, per 2 CFR 200.332. At any time during business hours and as often as the City, State, or Federal agencies may deem necessary, there shall be made available to the government agency for examination, the RDA's records with respect to matters covered by this Agreement. The RDA shall permit the City, State, or Federal agencies to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

6. *Records.* The RDA shall retain records related to this Agreement for a period of five (5) years after all funds have been expended or returned to the U.S. Department of Treasury, whichever is later, or as imposed by application of the Record Retention and Access law. See 2 C.F.R. 200.334 – 200.338.

7. *Performance Management.* The RDA shall collect performance data, as applicable, to measure progress towards achieving the Allocation's specific goals and objectives following the Program Policy. The RDA is required to establish performance reporting deadlines, as applicable, that match the reporting deadlines established in this Agreement (**Exhibit 4**). For example, if the RDA reports to the City monthly, then the RDA is expected to collect performance data on a monthly basis. The RDA should document the methodology for collecting and calculating performance data and use performance reports, as applicable, as the basis for monitoring, corrective action, and overall Allocation management. **Program Policy is outlined in Exhibit 5.**

8. *Subrecipient and Grantee Monitoring.* The RDA shall conduct regular, consistent, and documented monitoring and oversight activities with subrecipients and grantees, as applicable, to ensure compliance with standards and progress toward the Allocation's specific goals and objectives. The results of those activities should be used to correct deficiencies and provide technical assistance to subrecipients and grantees, as necessary and applicable. Monitoring activities may include on-sight visits, staff interviews, review of program documentation, review of internal controls, including financial systems, risk assessments, and other related activities. The type and frequency of monitoring activities must be based on a documented risk assessment and modified, as necessary, over each grant's performance period based on documented performance and compliance.

9. *Reporting Entity Responsibilities.* The RDA and the City agree that the responsibility for items of this Section D, may be reassigned, delegated or shared from time to time among the parties as is most convenient and economical for the parties, so long as the responsibilities of Sections D and E are all fulfilled, and each responsibility of one party to another is fulfilled by the same level of oversight as intended.

E. CORRECTIVE ACTION AND TERMINATION

1. *Corrective Action.* Upon written notice, the City may require the RDA to take corrective action so the RDA is in compliance with federal, state, or local laws, regulations, or rules related to the ARPA funding for the Allocation. Corrective action may be required for but is not limited to instances in which the RDA: (a) fails to

file a report, (b) fails to meet performance standards, (c) fails to meet milestones or timelines, or (d) misuses funds. the City may require corrective action of the RDA, including but not be limited to: (a) a written warning, (b) additional technical assistance, (c) additional monitoring, (d) program suspension, and (e) reduction/repayment of funding.

2. *Termination.* Either party may terminate this Agreement by giving to the other party written notification prior to termination, which specifies the reasonable date for termination of the Agreement. Upon termination, the parties hereto agree that all reports and supporting documentation required for services rendered pursuant to this Agreement shall be provided to all parties forthwith. Any funds advanced to the RDA for services not yet rendered, unspent, or uncommitted funds, shall be returned to the City immediately. Any costs already incurred shall be borne by the party incurring same, subject to mutual agreement.

F. MODIFICATIONS AND AMENDMENTS

The RDA may submit a written request to the City asking for (i) an extension to the term of this Agreement; and/or (ii) a budget reallocation not to exceed twenty-five (25) percent of the ARPA funding. The request should include an explanation for why an extension and/or program budget reallocation is needed and be provided to the City at least sixty (60) days prior to the expiration date of this Agreement. The request must include all required documentation to justify the need for an extension and/or reallocation. The City will approve or deny the request in writing. The RDA may not expend the ARPA funding under a reallocated program budget until such time the RDA has received written approval from the City. Any additional funds or other modifications may be added to this Agreement by written Amendment setting forth the modifications/ amendments signed by the parties and approved by the Common Council of the City of La Crosse, if applicable.

G. GENERAL PROVISIONS AND CONDITIONS

1. *Compliance with Laws.* The parties shall comply with all federal, state, and local laws, ordinances, rules, regulations, interim expenditure and annual report requirements, and applicable codes of ethics, pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted. Any violation of such laws, ordinances, rules, regulations, or applicable codes of ethics by the RDA shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the RDA.

2. *Nondiscrimination.* The parties shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age, physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position. The RDA shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

3. *No Duplication of Funding.* The RDA shall not use different sources of federal funding to pay for the same services. The Department shall not use ARPA funding to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA or CARES funding).

4. *Governing Law and Venue.* This Agreement shall be construed by and governed under the laws of Wisconsin and subject to the jurisdiction of a court of competent jurisdiction in the City of La Crosse, Wisconsin.

5. *No Assignment.* This Agreement shall not be assigned by the RDA to another party without the prior written approval of the City. This Agreement shall be binding upon the parties hereto and their successors and assigns.

6. *Notice.* Any notice required or permitted under this Agreement shall be in writing, be delivered by a
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reasonable and verifiable means (e.g., in person, mail, or e-mail) and be considered delivered upon receipt of the other party.

FOR [Office/Department]:

Name, title

Department

Address

Email

FOR DEPARTMENT:

AND A COPY TO:

Address

7. *Headings.* Any heading of the paragraphs in this Agreement is inserted for convenience and reference only and shall be disregarded in construing and/or interpreting this Agreement.

8. *Incorporation.* The recitals and exhibits are hereby incorporated as part of this Agreement.

9. *Final Agreement.* This Agreement constitutes the entire, full, and final understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereby evidence their agreement to the above terms and conditions by having caused this Agreement to be executed below.

Redevelopment Authority

By: 
Name, title

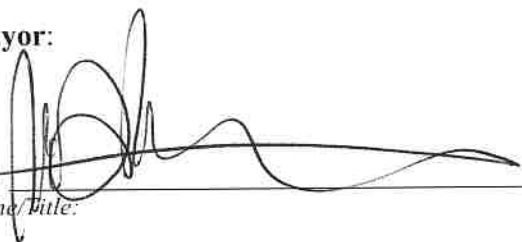
WITNESS

the Council

By: _____
Name/Title:

WITNESS

Mayor:

By: 
Name/Title:

WITNESS

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

APPROVED BY THE BOARD

Legal Counsel/Director

Clerk Date