

**MEMORANDUM OF UNDERSTANDING
BETWEEN LA CROSSE COUNTY AND THE CITY OF LA CROSSE REGARDING
INTERGOVERNMENTAL COOPERATION/ JOINT BIDDING**

I. Parties

This Memorandum of Understanding (“MOU”) is made and entered into by and between the parties of the La Crosse County (“County”), the City of La Crosse (“City”).

II. Recitals

- a) Pursuant to Wisconsin Statutes ss. 62.15 and 66.0901, the City has adopted purchasing and bidding standards for capital improvement projects
- b) Pursuant to Wisconsin Statutes ss. 59.52(29) and 66.0901, the County has adopted similar purchasing and bidding standards for capital improvement projects.
- c) With the intent of ensuring that the public receives the benefit of the best work/supplies at the most reasonable price, the parties shall work together to jointly submit for bidding a capital improvement project on the site described in exhibit A for the purpose of bidding and constructing said project.
- d) The City shall be the Lead party in both bid letting, bidder selection, and awarding of the contract. Both parties shall be protected by the purchasing and bidding standards of the City.

III. Purpose

The purpose of this MOU is to clarify the expectations of the County, and City regarding the project described in “Exhibit A” with regard to the following:

- a) Working together to develop a capital improvement project, jointly engineered for the purpose of developing an economic development opportunity and an improved public access to the La Crosse County Solid Waste Department site;
- b) Working together, along with the Wisconsin Department of Transportation (DOT), to promote safe access to Highway 16 throughout the corridor;
- c) Working together to determine a logical and mutually agreeable project;
- d) Promoting consistency in development standards and expectations for the economic development prospect;
- e) Maintain a cooperative and mutually beneficial intergovernmental relationship between City and County officials and staff.

IV. Area of Planning Interest

The area of planning interest considered in this MOU is that portion of the land currently owned by La Crosse County located along State Highway 16, as further described in “Exhibit A.”

V. Responsibilities of the Parties

- a) The County and the City will continue to participate in the joint Project Committee, and will work toward the preparation, engineering and submittal of bid letting, bidder selection, awarding of a contract, project inspection, and project payment as laid out below:
- b) The City will draft contracts, engineering designs, construction specifications and standards for said project.
- c) With coordination and input from the County, the City will let, select and award a contract and complete project inspection for all work to be completed within the entirety of the project limits.

- d) If the County is in agreement with the City's awarded contract, the County will complete project inspection for all work to be completed within the County Construction Cost Area of the Proposed Cost Division Map in "Exhibit B."
- e) In the event that the County does not agree with the selection of the bidder identified by the City, the County reserves the right to let, select and award a contract within the County Construction Cost Area of the Proposed Cost Division Map in "Exhibit B."
- f) The County and the City will provide timely communications with regard to progress on their bidding, construction, and inspection process.
- g) Unless the County has awarded its' own contract with the County Construction Cost Area, the City will pay per approved contracts for all work within the entire project area. The County will re-imburse the City for any payments made for work within the County Construction Cost Area of the Proposed Cost Division Map in "Exhibit B" within thirty days of City incurring said cost.

VI. Term of the MOU

The term of this MOU shall be effective upon signature of the parties and remain in effect until completion of the contracts identified in Section V above, unless terminated earlier. This MOU may be terminated at any time prior to Bid Award, without cause, by any party upon thirty (30) days written notice, which notice shall be delivered by hand or certified mail to the clerk or administrator of the other party. After Bid award the MOU must be terminated by an agreement of both parties. This MOU may be amended or extended at any time by mutual agreement of both parties.

VII. Severability

Any provision of this MOU determined to be invalid as a matter of law is severable from other provisions of this agreement.

La Crosse County

City of La Crosse

By: _____
 Tara Johnson
 County Board Chair

By: _____
 Tim Kabat
 Mayor

 Ginny Dankmeyer
 County Clerk

 Terri Lehrke
 City Clerk