

Agreement to Provide:

- Technical Assistance and Consulting for the Creation and Amendment of Tax Increment Districts

Date of Transmittal: September 3, 2014
Client: City of La Crosse, WI
Proposed Engagement(s): Technical assistance and consulting related to the creation and amendment of Tax Increment Districts in the City of La Crosse for a period not to exceed two years
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 and other City departments with the creation and amendment of the City's Tax Increment Districts (TIDs) for a period of two years. The scope of services for the Project shall generally consist of, but not be limited to:

1. General consulting with respect to the creation and/or amendment of TIDs with respect to existing statutory provisions, administrative rules and best practices.
2. Technical assistance related to procedural matters, concerning the creation and/or amendment of TIDs, and preparation and submission of documents to the Wisconsin Department of Revenue for various certifications and other compliance matters.
3. Technical assistance related to the preparation of project plans, other planning and required documents, and/or financial feasibility analyses related to TIDs.
4. Technical assistance and consulting with respect to preparation of executive summaries or other presentation materials for the creation and/or amendment of TIDs that shall come before the City's Plan Commission, Economic Development Commission and/or Common Council, and the assigned Joint Review Boards of respective TIDs.
5. Consulting and assistance with communications to overlapping taxing jurisdictions relating to the creation and/or amendment of TIDs.

Compensation

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

Position	Hourly Rate
Senior Financial Advisor	\$225
Financial Advisor	\$200
Financial Specialist/Analyst	\$175
TIF Coordinator/Other Staff	\$125

Ehlers total compensation for all services provided under this engagement during its term shall not exceed \$15,000 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: _____

