

**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 County 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 County.

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 an electric vehicle charging and an improved public access to electric vehicles at the La Crosse Regional Airport;
- b) Working together to determine a logical and mutually agreeable project;
- c) 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 the city of La Crosse, commonly known as the Employee Parking Lot, as further described in “Exhibit A.”

V. Responsibilities of the Parties

- a) The County and the City will continue to participate in the joint electric vehicle charging station Project staff, 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 County will draft contracts, engineering designs, construction specifications and standards for said project.
- c) With coordination and input from the City, the County 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 City is in agreement with the County’s awarded contract, the City will complete project inspection for all work to be completed within the City’s land ownership
- e) In the event that the City does not agree with the selection of the bidder identified by the County, the City reserves the right to let, select and award a contract within the City ownership.

- f) The County and the City will provide timely communications with regard to progress on their bidding, construction, and inspection process.
- g) Unless the City has awarded its' own contract, the County will pay per approved contracts for all work within the entire project area. The City will reimburse the County for any payments made for work within its own contract within thirty days of County incurring said cost.
- h) Upon Installation and approved inspection of proper installation and operation, La Crosse County will turn over ownership of the station to the City
- i) City of La Crosse, upon receiving ownership will manage, operate and maintain the station

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: _____

By: _____

County Board Chair

Tim Kabat
Mayor

Ginny Dankmeyer
County Clerk

Terri Lehrke
City Clerk



EXHIBIT A
EV Charging Station Location

- Legend**
- Airport Rd
 - ★ Airport Terminal Building
 - ★ Employee Parking Lot
 - La Crosse Regional Airport

Google Earth

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