

DRAFT

An Agreement between the City of Racine (“City”) and the Redevelopment Authority of the City of Racine (“Authority”) regarding coordination and cooperation.

WHEREAS, the Authority was created by the Common Council of the City on March 6, 1974 by Resolution 2305 pursuant to Wis. Stats. Sec. 66.1333 (3) (a) 2.

WHEREAS, under the enabling statute, the Authority is “an independent, separate and distinct public body....”.

WHEREAS, notwithstanding the independence of the Authority, provisions of the enabling statute provide for review and approval of the Authority’s proposed actions by the City.

WHEREAS, the public interest is served when the parties have a clear and mutual understanding of their roles and mutually consistent practices and procedures.

WHEREAS, Wis. Stat. Sec. 66.1333(13) specifically allows cooperation agreements between the Authority and the City.

Now, therefore the parties do mutually agree as follows:

Administration:

In recognition of the Authority’s efforts to improve the physical and economic development of the City, the City agrees to provide staff support to the Authority at no cost to the Authority. Specifically this support is provided by the Department of City Development through the Director of City Development, acting as Executive Director of the Authority, and by the City Attorney, acting as Counsel to the Authority pursuant to Wis. Stats. Sec. 66.1333(13).

In recognition of the City's support, the Authority agrees to follow City policies, procedures and practices regarding records and the scheduling of meetings. Specifically the Authority agrees to use the Legistar system for its meetings, agendas, minutes, and for its reports to the Common Council and City Committees.

Finance and Budget:

In recognition of the Authority's efforts, the City agrees to provide accounting and budgeting services to the Authority at no cost to the Authority. Specifically, the City through its Finance Director shall assist the Authority in preparing and maintaining an annual budget consistent with generally accepted accounting principals (GAAP) and shall maintain a system for the Authority consistent with the City's system for receipts and disbursements.

In recognition of the City's support, the Authority agrees to follow the City's policies procedures and practices regarding financial recordkeeping and reporting. Specifically, the Authority shall use such forms and reports as used by City departments in requesting purchases and payments. Further, the Authority agrees to follow such policies procedures and practices regarding grants as determined by the Finance Director to be consistent with the GAAP.

Capital Projects and Public Works:

In recognition of the Authority's efforts, the City agrees to provide the assistance of the Department of Public Works, through the Commissioner of Public Works, at no cost to the Authority. Specifically, the City shall assist the Authority with the preparation of plans, specifications and estimates for capital projects to be undertaken by the Authority and with the solicitation, review, and awarding of bids for demolition,

construction, environmental remediation, and other such work as typically let by the department. Nothing in this paragraph shall prohibit the City from receiving payment from the Authority for the professional services of contractors needed to prepare and review materials under this paragraph; however, the cost of the assistance from departmental staff shall not be charged to the Authority. The department shall assist the Authority in complying with the requirements of any grantor agencies that may provide funding for such projects. In recognition of the City's support, the Authority agrees to follow such policies, procedures, and practices as used by the City for comparable capital projects undertaken by the City. The Authority agrees to be bound by the results of the City's process for bidding and awarding of contracts as if the Authority had conducted the process itself.

Time of Performance:

This agreement shall be for the period from January 1, 2007 through December 31, 2007, and shall renew every year thereafter, unless terminated by the parties on or before December 15th of the current year.

IN WITNESS WHEREOF the undersigned have set their hands and seals.