

January 6, 2010

John Dickert, Mayor  
City of Racine  
730 Washington Avenue  
Racine, WI 53403

Dear Mayor Dickert and Member of the Common Council:

This letter is intended to serve as an agreement between the City of Racine, hereinafter the "City" and the Racine County Economic Development Corporation, hereinafter the "RCEDC". In accordance with this agreement, the RCEDC agrees to continue to provide technical assistance to the City in initiating and providing lead staff support for a comprehensive commercial corridor redevelopment program in the City. Such assistance would be coordinated with the Mayor, Department of City Development, City Council, City Economic Development Committee, and City Redevelopment Authority.

## **PURPOSE**

The purpose of the agreement is to further the overall goals of community development by facilitating job growth and investment, resulting in accrued revenues and wealth for the City, through interagency cooperation and commercial corridor redevelopment services provided by the RCEDC.

## **AGREEMENT**

The RCEDC agrees to provide direct commercial corridor redevelopment technical assistance to the City. Such assistance will include assigning a lead economic development staff person for the assistance that is being provided to the City who, together with other RCEDC staff members, will expend his/her best efforts to continue this already successful program.

The commercial corridor redevelopment services to be provided by the RCEDC will consist of the following:

1. Build appropriate partnerships with elected officials, City staff, and Business District Associations and work closely with neighborhood business leaders to execute commercial corridor redevelopment in the West Racine, Uptown, State Street and Douglas Avenue districts.
2. Promote and coordinate resources available to business owners and entrepreneurs such as grants, loans, permits, contractors, architects, technical business assistance, business start up consultation, etc.

3. Meet individually with business owners and residents to identify commercial district needs and individual business needs.
4. Provide technical assistance to individual business owners to facilitate the development of new projects.
5. Facilitate façade improvement projects for commercial and mixed-use buildings.
6. Participate in Association, committee, staff and board meetings as it relates to each specific corridor.
7. Write grant proposals, reports, and make presentations to investors, boards, and other groups to access additional funding sources and to promote business development in each corridor.
8. Assist business owners to improve signage and make other enhancements to revitalize the corridor image.
9. Attend residential meetings and panels, engaging participation, to build consensus in the process of advancing redevelopment efforts.
10. Create and implement a recruitment program to attract new businesses to each of the corridors.
11. Create and maintain a commercial building inventory and provide information upon request to interested parties.
12. Common Council, Economic Development Committee and RDA: RCEDC will continue to provide staff services to the Economic Development Committee, Redevelopment Authority and attend Council meetings when appropriate.
13. Assistance regarding redevelopment matters relative to new projects that arise during the year, on an as-needed basis.

#### **TIME PERIOD FOR THIS AGREEMENT AND COMPENSATION**

The above-referenced assistance will be provided by the RCEDC staff during the time period beginning January 1, 2010 to December 31, 2010. The cost to the City of Racine for this assistance is \$69,400.00. Payments will be made on the first week of January 2010 or as soon after as possible, and during the first week of each quarter thereafter, upon the receipt of an invoice from the RCEDC. The cost of developing any additional materials and significant printing and mailing of items necessary to implement these services are outside the scope of the Agreement and will be negotiated on an as necessary basis.

The parties acknowledge that this agreement is complementary to a separate agreement allocating Community Development Block Grant (CDBG) funds for commercial corridor staffing. The parties agree that the priority for work under this agreement is for work in parts of the corridors and for activities that are not eligible for compensation by the CDBG funding.

### **INDEPENDENT CONTRACTOR**

RCEDC shall be an independent contractor of the City. Neither RCEDC nor any of its officers, employees, or agents shall be considered to be an employee of the City as a result of the obligations undertaken pursuant to this agreement. RCEDC's officers, employees and agents shall make no commitments or representations to third parties without prior approval of the City.

In addition, RCEDC hereby holds harmless the City and its departments, officers, employees and agents from and against all claims, demands and liability for damages to third persons of any type whatever arising solely out of the actions of RCEDC under this agreement.

### **TERMINATION**

This agreement may be terminated by either party upon thirty (30) days written notice in the event of default by the other party of any material provision hereof which remains unremedied for thirty (30) days following written notice of such default.

### **NOTICES**

Notices under this agreement shall be mailed by registered mail to the City Clerk, 730 Washington Avenue, Racine, WI 53403, for the City, and to Gordon Kacala, Executive Director, 2320 Renaissance Boulevard, Sturtevant WI 53177, for RCEDC, or shall be personally served on either said person or the person in charge of either respective office.

### **ASSIGNMENT:**

RCEDC agrees that it will not assign this agreement or any portion thereof, or any of its responsibilities hereunder, to any other party without first obtaining the written permission of the City.

If the terms and conditions of this proposal are satisfactory, please sign the two original documents where indicated on Page Five and return to the RCEDC for RCEDC final signature.

Sincerely,

Gordon Kacala  
Executive Director

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day of \_\_\_\_\_, 2010.

**CITY OF RACINE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**RACINE COUNTY ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Gordon M. Kacala,  
Executive Director

Approved as to form:

\_\_\_\_\_  
Robert Weber,  
City Attorney

Provisions have been made to pay the liability that will accrue hereunder.

\_\_\_\_\_  
David Brown,  
Finance Director