



January 03, 2017

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

Dear Mayor Dickert:

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 brownfield redevelopment program for the City. Such assistance would be coordinated with the Mayor and the Department of City Development.

PURPOSE AND AGREEMENT

The purpose of the agreement is to further the overall goals of community and economic development by recognizing the critical role that redeveloped brownfield properties play as infrastructure for new business development. The RCEDC agrees to provide direct brownfield 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 implement the interests and goals of the City.

The goal of the Brownfield Redevelopment Program is to facilitate assessment and remediation activities on priority sites that will lead to future redevelopment and private investment in the City of Racine.

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

1. Development and coordination of a brownfields redevelopment plan, which identifies and prioritizes brownfield assessment and remediation activities to achieve redevelopment goals specific to the identified sites. Target areas may include but are not limited to RootWorks, Uptown and the Racine Steel Castings redevelopment area.
2. Assist the City in managing brownfield projects, including grant management. This includes but may not be limited to:
 - a. Project prioritization; planning and oversight;
 - b. Facilitating and coordinating site preparation activities with the brownfields team;
 - c. Oversee consultants and or contractors activities;
 - d. Monitor project budget, grant expenditures and activities;
 - e. Facilitate the transfer of appropriate documentation and presentation of grant and project activities to the City, RDA, regulatory body, and grant entities; and
 - f. Coordinate meetings.

3. Prepare Requests for Proposals (RFPs) and coordinate the selection of consultants from RFP submissions as necessary to facilitate redevelopment in the following areas:
 - a. Environmental consulting;
 - b. Professional services; and
 - c. Property redevelopment.
4. Investigate potential grant opportunities, monitor and provide support for the preparation of grant applications as appropriate to access additional funding sources for redevelopment projects to supplement public and private funding.
5. Manage project and consultant activities pertaining brownfield-related grant funds to ensure the proper set-up of the grant awards, use of funds, and ensure timely and accurate reporting and proper close out of grants. A summary document is attached representing the current grants summary. This document will be updated monthly and provided to Department of City Development, RDA and the Mayor's office.
6. Provide on-going brownfield redevelopment coordination services for priority sites, including but not limited to Racine Steel Castings Redevelopment area, Rootworks and the Uptown Redevelopment area.
7. Attend City staff and/or meetings of public officials, including State and federal, to provide information on the progress of submitting new grant applications and/or the monitoring of existing grant awards.
8. Collaborate with the RCEDC business development and finance staff to market remediated sites and make prospects aware of the availability of the remediated sites with primary focus on priority sites and redevelopment areas.
9. Provide technical assistance to individual business owners and developers to facilitate the redevelopment of brownfield sites.
10. Serve as the primary point of contact for consultants, Federal, State and local governments as well as private businesses, developers, brokers and community groups relative to City of Racine's brownfield redevelopment activities.
11. 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, 2017 to December 31, 2017. The cost to the City of Racine for this assistance is \$70,000. Invoices will be issued to the City following the end of each calendar quarter. The cost of developing any additional materials, significant printing and mailing of items necessary to implement these services and expenses relative to conducting targeted marketing initiatives outside the scope of the Agreement will be negotiated on an as necessary basis and included as an addendum to this contract.

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.

LIABILITY INSURANCE

The RCEDC is to carry liability insurance and list the City of Racine as an additional insured on the policy.

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 Jenny Trick, 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 Six and return to the RCEDC for RCEDC final signature.

Sincerely,

A handwritten signature in black ink, appearing to read "Jenny Trick", with a long horizontal flourish extending to the right.

Jenny Trick
Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____ day of _____, 2017.

CITY OF RACINE

By: _____

John Dickert, Mayor

ATTEST:

By: _____

Title: _____

DEVELOPMENT CORPORATION

RACINE COUNTY ECONOMIC

By: _____

Jenny Trick, 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