

COOPERATION AGREEMENT  
BETWEEN CITY OF RACINE AND  
COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF RACINE

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

WHEREAS, the Authority was created by the Common Council of the City on November 12, 2019, by Ordinance 0025-19, pursuant to Wisconsin Statutes section 66.1335.

WHEREAS, under the enabling statute, the Authority is “a separate body politic....”

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, Wisconsin Statutes section 66.1333(13), as incorporated by Wisconsin Statutes section 66.1335, 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 Wisconsin Statutes section 66.1333(16), as incorporated by Wisconsin Statutes section 66.1335.

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 Principles (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 of Public Works. 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 of Public Works 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.

### Lincoln-King Neighborhood Redevelopment:

In March of 2022, the City was awarded the Neighborhood Investment Fund Grant Program (NIFGP), with the intent that the NIFGP be used to revitalize the Lincoln-King Neighborhood by rehabilitating homes and providing new housing options within the target area.

Each party agrees that the Authority will implement on behalf of the City the Lincoln-King Redevelopment Plan utilizing the awarded NIFGP. In recognition of the City's support, the Authority agrees to follow all such policies, procedures, and practices of the City previously detailed in this Agreement in the implementation of the Plan. In recognition of the Authority's efforts, the City agrees to provide all assistance previously detailed in this Agreement in the implementation of the Plan. Further, nothing in this paragraph limits the assistance of the City or compliance by the Authority detailed in this agreement to only the Lincoln-King Redevelopment. This Agreement will continue to be binding on each party on all future Authority projects until such time this Agreement is terminated by the parties.

Indemnification:

Each party hereby agrees to indemnify and hold harmless the other, their elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of or by anyone acting under its direction or control or on its behalf.

This indemnity provision shall survive the termination or expiration of this Agreement.

Effective:

This agreement shall be effective as of the date approved by each the Common Council of the City of Racine and the Community Development Authority of the City of Racine, and shall remain in effect unless terminated by the parties.

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

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