

**ECONOMIC DEVELOPMENT COOPERATION CONTRACT
BETWEEN
WAUKESHA COUNTY CENTER FOR GROWTH , INC.
AND THE
VILLAGE OF ELM GROVE**

This Contract is by and between the Waukesha County Center for Growth Inc., 2717 North Grandview Boulevard, Suite 300, Waukesha, Wisconsin 53188, referred to herein as Growth Center, and the Village of Elm Grove, a Wisconsin municipal corporation, 13600 Juneau Blvd, Elm Grove, WI 53122, referred to herein as Village. Together, Growth Center and Village are referred to as the Parties.

Recitals

WHEREAS, the Village and the Growth Center both recognize the need to provide for a central point of contact for businesses looking for workforce, financial management, growth and site selection technical assistance and be able to connect businesses to the organizations providing those resources.

WHEREAS, Village wishes to engage the Growth Center to conduct economic development services for the Village, and the Growth Center has the resources to provide such services and is willing to do so.

Therefore, in consideration of the mutual promises of the Parties contained herein, they agree, and contract as follows:

- 1. Growth Center Services.** Services to be provided to Village by the Growth Center include the following:
 - a. Work with the Village to prepare a community profile for the Village that is specific to business and developer audiences.
 - b. Assist the Village in promoting the availability of existing and proposed business parks, industrial parks, and redevelopment areas.
 - c. Outreach to local chambers of commerce to coordinate business expansion, retention and recruitment efforts.
 - d. Coordinate the development of recruitment proposals and site-specific proposals for development consideration. The recruitment proposals will be actively provided to developers, brokers, franchises and commercial and industrial development interests. This information could also be placed on the Village website.
 - e. Establish an on-going business expansion and retention program that consists, at a minimum, of the following:
 - i. A coordinated business outreach program including an interview with prominent Village industries. The program will assist in providing direct assistance to these industries including, but not limited to, physical expansion referral to appropriate local officials, workforce development and financial assistance, as well as guide in developing new, and refining existing programs for all businesses.
 - ii. Identification of first-stage companies (companies with fewer than 20 employees) and second-stage companies (companies with between 20 and

approximately 100 employees and no more than \$50 million in annual sales), and the development and offering of cooperative programs and technical assistance to them.

- f. Assist existing businesses per direct contact or referral from the (Mayor, President, Chair) or designee and report findings and resolution to the respective party. When meeting with local companies, Growth Center staff will provide information on existing state and federal economic development assistance programs that provide funding to help meet the needs of local businesses, including those that offer low-interest loans, tax credit programs and workforce development assistance.
- g. Continue the implementation of a targeted business recruitment program that includes emphasis on the following:
 - i. Second-stage companies or those companies with between 20 and approximately 100 employees and no more than \$50 million in sales.
 - ii. Milwaukee 7 or regional industry targets.
- h. Provide assistance through the development of customized proposals to businesses interested in establishing a location within the Village from reliable sources. This activity includes providing copies of such proposals (unless deemed confidential), when requested, to the (Mayor, President, Chair) and provide status updates on proposals presented to businesses.
- i. Access to commercial research and market data in a recognized commercial real estate database.
- j. Evaluate and potentially participate in the following if the Parties deem it beneficial:
 - i. Trade show events, commercial real estate events.
 - ii. Milwaukee 7 marketing activities.
- k. Author press releases and engage in other media relations promoting economic development/workforce development issues.
- l. Provide a written annual report summarizing activities conducted through this Contract and in-person updates as requested by the (Mayor, President, Chair).
- m. Coordinate economic development initiatives with the following agencies:
 - i. Milwaukee 7.
 - ii. Southeastern Wisconsin Regional Planning Commission.
 - iii. U.S. Economic Development Administration.
 - iv. U.S. Small Business Administration.
 - v. UWM at-Waukesha.
 - vi. Waukesha County Technical College

- vii. Waukesha-Ozaukee-Washington Workforce Development, Board, and Forward Careers.
 - viii. Wisconsin Economic Development Corporation.
 - ix. Wisconsin Department of Administration.
 - x. University of Wisconsin Small Business Development Center.
 - xi. University of Wisconsin-Extension
 - xii. Any other agencies that provide similar services or attempt to achieve similar objectives and may benefit the economic development of the Village.
- n. In general, throughout the term of this Contract, the Growth Center will act as the Village economic development advocate and will exercise its best good-faith efforts to promote business recruitment, business retention and expansion, community development and business finance.
2. **Term.** The term of this Contract will commence upon its execution (herein referred to as Commencement Date) and its initial term will terminate on the date one year after the commencement of the obligation to provide the services listed in section 1. Thereafter, this Contract may be renewed for one-year renewal terms, by written amendment to this Contract executed by the Parties. Renewal terms shall commence on the anniversaries of the Commencement Date.
 3. **Payment.** The Village shall pay the Growth Center \$3,036.45 for its services for each year in which this Contract remains in effect within 2 months after the Commencement Date. Payment shall be made upon receipt of invoices from the Growth Center.
 4. **Standard of Work.** Growth Center will perform the Work according to generally-accepted industry practices.
 5. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of services, or the total amount to be paid to the Growth Center, shall be effective unless done by the written mutual agreement of the Parties.
 6. **Insurance.** The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as detailed in the Certificate of Insurance herein attached and incorporated by reference as Attachment 3 during the terms of this Contract or any extension thereof. CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s).
 7. **Records.** Records shall be maintained by the Growth Center with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized through this Contract or applicable State and federal regulations.
 8. **Documentation of Cost .** - All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

9. **Cooperation by Village.** The Village shall cooperate with the Growth Center in the performance of the services, and shall respond timely to all reasonable requests for information.
10. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
11. **Indemnification and Defense of Suits :**
- a. The Growth Center agrees to indemnify, hold harmless, and defend the Village, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including reasonable attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Growth Center, its employees, agents or subcontractors.
 - b. The Village agrees to indemnify, hold harmless, and defend the Growth Center, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including reasonable attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Village, its employees, agents or subcontractors.
 - c. Notwithstanding the foregoing, nothing in this Contract, including the indemnification provision above, shall in any way constitute a waiver by the Village of any immunity, liability limitation, limitation on the amount recoverable, or other protections applicable to the under Section 893.80, Wis. Stats., or any other applicable statute or law.
12. **Assignment Prohibited.** This Contract, and the Growth Center's responsibility to perform the services under this Contract, may not be assigned by the Growth Center without the Village written consent.
13. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:
- To Village: Village of Elm Grove, Village Administrator, 13600 Juneau Road, Elm Grove, WI 53122
- To Growth Center: Economic Development Director, 2717 N Grandview Blvd, Ste 300, Waukesha, WI 53188
14. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
15. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state

Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.

VILLAGE

(Mayor, President, Chair)

Clerk

By (print name)

By (print name)

Date:_____

Date:___

Waukesha County Growth Center, Inc.

Board of Directors, Secretary
Jennifer Zierer

Executive Director, Economic Development
Judie Taylor

Date:_____

Date:___