

EXHIBIT A
Memorandum of Understanding
Between the City of West Allis and First-Ring Industrial Redevelopment Enterprise, Inc.

THIS Memorandum of Understanding (“MOU”) has been created and entered into on this _____ day of _____, 2021 by and between the following parties: **CITY OF WEST ALLIS**, a municipal corporation, organized under the law of the State of Wisconsin within Milwaukee County, located at West Allis City Hall, 7525 W. Greenfield Ave., West Allis, WI 53214 (“City”); and **First-Ring Industrial Redevelopment Enterprise, Inc.**, a Wisconsin nonstock corporation and regional Community Development Entity, formed in 2007, located at 11934 W. West Hayes Ave. West Allis, WI 53227 (“FIRE”).

R E C I T A L S

WHEREAS, the City is the sole member of FIRE, which has been organized and shall continue to be operated following execution of this MOU in accordance with its Articles of Organization and Bylaws, as amended; and

WHEREAS, City employees have in the past performed certain services and functions for FIRE at its request; and

WHEREAS, the City and FIRE desire to clarify by this MOU the scope and extent of the services to be rendered by City employees for the benefit of FIRE in the future; and

WHEREAS, both parties have agreed on the following terms and conditions with respect to the services to be provided by City employees for the benefit of FIRE:

- I. Statement of Cooperation. The City and FIRE agree to mutually work together to support the economic mission of the City of West Allis and to provide shared services that support the organizational mission of FIRE for the parties’ mutual benefit.
- II. City Responsibilities:
 - All clerical type work associated and requested by a FIRE representative will be directed, authorized, and monitored by the Executive Director of the City’s Economic Development Program and the work shall not exceed 10 hours per week or no more than 40 hours per month. The work will be only as time permits. Other additional services requested will be only made available if the work does not impede on general city functions.
 - The work requested of City staff shall be related to providing assistance with FIRE Board meetings, documents, etc. Other clerical support as needed, including but not limited to, tasks relating to the scheduling, agendas and minutes, drafting resolutions, monitoring emails (which need signatures, approvals, or just filing), and electronic filing of emails.

- The City permits the use of meeting rooms for regular scheduled FIRE meetings for FIRE to conduct meetings (via conference call, virtually, etc.)
- The City Finance Director/Deputy Director will provide financial analysis and advice as requested by FIRE representatives in acknowledgement of the mutual benefit to both parties (City and FIRE). This may include review of financial accounting statements, audits, and balance sheets. Based on their expertise in the New Markets Tax Credit program, FIRE engages Baker Tilly for financial reporting, deal servicing, tax credit compliance, monitoring, consulting, and financial advisory services. City Finance staff will work with the appropriate representatives from Baker Tilly as needed to assist in carrying out these responsibilities on FIRE's behalf. Ultimate oversight and financial responsibility for FIRE rests with the FIRE Board and FIRE's Officers.
- Economic Development Executive Director and Development Project Manager are actively involved in FIRE business development and related activities as time permits as determined the Economic Development Executive Director.

III. FIRE Responsibilities:

- a. FIRE shall provide to the City an annual distribution. For Fiscal Year 2021, the amount of the distribution shall be \$235,000, which will be placed in a separate City fund for promoting and supporting economic development activities and programs of the City. Unless terminated by either party, the amount of the distribution will be increased by 2 percent per year thereafter.
 - i. City will provide a budget and report on the projected and final use of funds to the FIRE Board.
 - ii. Funds shall be made available and align with the City's commencement of its fiscal year - January 1 of each year.
 - iii. As contemplated by the Articles of Organization and Bylaws of FIRE, all net assets of FIRE upon its liquidation shall be distributed to City.
- b. At the request of City staff FIRE may consult with the City staff to explore creative financial and programmatic solutions for City economic development and redevelopment initiatives.
- c. FIRE shall be entitled to engage and compensate independent contractors to assist FIRE in furthering its business and community development purposes, and any such independent contractors shall not be employees of City for any purpose.

- V. Timeframe. The term of this agreement shall commence January 1, 2021 and end on December 31, 2023. The MOU shall be automatically renewed for a successive 3-year term unless terminated by either party.
- VI. Termination. For budgetary reasons, this agreement may only be terminated on December 31st of a fiscal year. A minimum of 6 months' notice is required. Notice may be sent from either party by email, or in writing.
- VII. Amendments. Amendments to this Agreement shall be signed and approved by each party.

Signatures on the next page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date, month and year first above written.

CITY OF WEST ALLIS

**FIRST-RING INDUSTRIAL REDEVELOPMENT
ENTERPRISE . INC.**

By: _____
Dan Devine, Mayor

By: _____
John F. Stibal, President

Approved as to form:

By: _____
Kail Decker, City of West Allis Attorney