

1991  
AGREEMENT  
BETWEEN  
SOUTHWESTERN WISCONSIN REGIONAL PLANNING COMMISSION  
AND THE  
COUNTY OF IOWA  
REGARDING  
IOWA COUNTY'S REVOLVING LOAN FUND

WHEREAS, the Southwestern Wisconsin Regional Planning Commission is a legally constituted regional planning agency created pursuant to the statutes of the State of Wisconsin and its own adopted bylaws; and

WHEREAS, further pursuant to the statutes of the State of Wisconsin and the Commission's bylaws, the Commission has been granted the power to enter into contracts with any local unit of government within the region for the purpose of providing technical assistance on planning and development matters; and

WHEREAS, the Southwestern Wisconsin Regional Planning Commission has, by resolution indicated its assent to enter into, from time to time, contracts as heretofore said, with counties which are members of the Southwestern Wisconsin Regional Planning Commission; and

WHEREAS, the Iowa County Finance Committee has requested assistance from the Commission in the provision of technical assistance with its revolving loan fund for business development.

NOW, THEREFORE, BE IT RESOLVED, that the Southwestern Wisconsin Regional Planning Commission and the County of Iowa agree as follows:

This agreement entered into by the Southwestern Wisconsin Regional Planning Commission, party of the first part, hereinafter referred to as the "Commission" and the County of Iowa, Wisconsin party of the second part, hereinafter referred to as the "County."

In consideration of mutual covenants and agreements hereinafter set forth, the parties hereto, legally intending to be bound hereby, do covenant and agree for themselves and their respective successors and assigns, as follows:

The Southwestern Wisconsin Regional Planning Commission will provide ongoing advisory services related to the County's revolving loan fund for business development.

The Commission will provide the following services:

- Assist county officials in undertaking initial discussions with prospective borrowers at the direction of the County Board Chairman or a member of the County Loan Review Committee (Finance Committee).
- Respond to questions from potential borrowers concerning the requirements of the Iowa County Revolving Loan Fund, and disseminate application packets at the direction of the County Board Chairman or Chairman of the Loan Review Committee.
- Assist the Loan Review Committee in processing and reviewing applications for assistance from the county.
- Meeting with the County Loan Review Committee at its discretion to discuss potential projects.
- Prepare a brief project summary on projects where an application has been filed with the county for review of the full county board.

- Prepare loan application files for transmittal to the Iowa County Corporation Counsel, who will be responsible for preparation of loan closing documents.
- Assist the county in monitoring the approved projects concerning job creation and leverage of private dollars.

The County will provide the following services:

- Act as fiscal agent for the revolving loan fund.
- Oversee general operations and administration of the fund.
- Be solely responsible for approval and administration of loans to business interests in the county.

Staffing: The Commission will provide the services of a staff planner to assist the County Finance Committee as needed. The number of hours will be kept to a minimum. The County will be billed for actual time spent on the project as well as travel costs.

Payment Schedule: A billing statement will be submitted to the County at the end of each quarter requesting payment for hours spent on the project.

The scope of service to be performed under this Agreement may be amended or supplemented by unanimous written agreement by the parties to the Agreement.

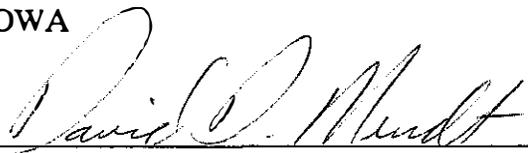
In carrying out the work under this Agreement, the Commission will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, or handicap. The Commission shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, age, national origin, or handicap.

If, through any cause, the Commission shall fail to fulfill in timely and professionally competent manner its obligations under this Agreement, or if the Commission shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Commission of such termination and specifying the effective date thereof.

The effective date of this Agreement is January 2, 1991.

COUNTY OF IOWA

  
Chairman

  
Clerk

SOUTHWESTERN WISCONSIN REGIONAL PLANNING COMMISSION

  
Chairman

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Secretary/Treasurer

Dated this 19th day of February, 1991.