

**AGREEMENT
BETWEEN THE CITY OF MILWAUKEE AND
THE LAO-HMONG AMERICAN COALITION – WISCONSIN CHAPTER**

THIS AGREEMENT (“Agreement”), is entered into this 5 day of July, 2005 by and between the City of Milwaukee, a municipal corporation organized under the laws of the State of Wisconsin (“City”), and the Lao-Hmong American Coalition – Wisconsin Chapter, a non-profit organization (“Coalition”), (collectively, “the Parties”).

WHEREAS, the Coalition, in conjunction with organizations such as the Vietnam Veterans of America – Milwaukee Chapter 324, Timmerman Airport, the Northwest T-28 Pilots Association, and the Milwaukee Elks Lodge 46, have undertaken to organize a National Lao-Hmong Recognition Day Celebration (“Celebration”), to be held at Milwaukee City Hall, Timmerman Airport, and the Elks Club Lodge 46, in the City of Milwaukee on July 22 and 23, 2005; and

WHEREAS, the Common Council of the City has resolved, in Resolution File No. 041754, passed on May 20, 2005, to appropriate ten thousand dollars (\$10,000) for the purpose of contributing towards the expenses incurred in staging the Celebration (“Resolution”); and

WHEREAS, pursuant to the Resolution, said sum is to be appropriated from the 2005 Economic Development Committee Fund, Account 0001-1310-S123-006300; and

WHEREAS, the Resolution authorizes the City to execute this Agreement; and

WHEREAS, the Parties deem it appropriate to enter into this Agreement providing for the use of said funds;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties agree as follows:

**ARTICLE I
The Coalition’s Activities**

A. The Coalition shall organize a two-day Celebration in honor of National Lao-Hmong Recognition Day to be held on July 22 and 23, 2005 at Milwaukee City Hall, Timmerman Airport, and the Elks Club Lodge 46 in the City. The Celebration is described in Attachment A.

B. The funds provided pursuant to this Agreement will be used for the purpose of contributing to the expenses incurred in staging the Celebration.

C. If the Coalition expends less than ten thousand dollars (\$10,000) for the above expenses, it shall promptly reimburse the City for the difference between the amount funded and the actual expenses. Reimbursement under this paragraph shall occur no later than thirty (30) days following demand by the City.

D. The Coalition shall make a full accounting to the City of contributions received and amounts expended for the listed expenses, in addition to returning to the City all unused and unneeded funds.

E. The Coalition shall comply with all applicable federal, state, and local laws and regulations.

ARTICLE II **The City's Activities**

A. The City shall provide funds in an amount not to exceed ten thousand dollars (\$10,000) for the purpose of contributing to the expenses incurred in staging the Celebration.

B. The City Comptroller shall, from time to time as in his judgment is appropriate, review the receipts and expenditures of the Coalition in relation to the Celebration, and the Comptroller shall have full power to conduct an audit or to have such an audit conducted as is necessary in his judgment to provide a full accounting to the City. The results of such audits shall be reported to the City's Common Council.

ARTICLE III **Other Provisions**

A. Amendments. Any amendments to this Agreement shall be in writing and signed by the Parties.

B. Conflict of Interest.

1. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

2. No member of the governing body of the City and no other public official of the City who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

C. Discrimination Prohibited.

1. The Parties warrant that they are equal opportunity employers and fully support the letter and spirit of Title VII of the Civil Rights Act of 1964, as amended, and that they are in compliance with such Act and all applicable legally managed Affirmative Action Programs.

2. The Parties will comply with all applicable provisions of the Americans with Disabilities Act of 1990.

3. The Parties will cause the foregoing provisions to be inserted in any and all contracts and subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each contractor and subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. Disputes. In the event of any dispute arising under this Agreement, the determination of the City shall prevail.

E. Duration. This Agreement shall commence upon the execution of the Agreement by the authorized representatives of the Parties.

F. Entire Agreement. This Agreement, together with Attachment A, sets forth all of the covenants, provisions, agreements, conditions, and understandings between the Parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth.

G. Indemnification. The Coalition and the City each agree to indemnify, defend, and save harmless the other, and each other's officers, directors, employees, and agents, from and against any and all liability for injuries or damages to persons or property, in whole or in part, as a result of this Agreement, not arising through their fault, including, but not limited to, liability in contract, in tort, or under federal or state law arising or resulting from performance or failure to perform under this Agreement, and in addition, for any and all related expenses, including, but not limited to, defense costs and reasonable attorney's fees.

H. Termination. This Agreement may be terminated by either of the Parties for nonperformance.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as of the date hereinbefore set forth.

For the City of Milwaukee:

Signature: Tom Barrett Date: 7/8/05
Tom Barrett, Mayor

Signature: Ronald Leonhardt Date: 7/6/05
Ronald Leonhardt, City Clerk

Countersigned
Signature: John E. Morics SPECIAL DEPUTY Date: 7/14/05
for W. Martin Morics, Comptroller

For the Lao-Hmong American Coalition – Wisconsin Chapter:

Signature: Chong Neng Lee Date: 7/5/05
Chong Neng Lee, President

Approved as to form and execution:

Signature: Kathryn M. Zaleski Date: 7/14/05
Assistant City Attorney



U.S. Congressional Proclamation of the National Lao-Hmong Recognition Day



Friday: 4th Annual Celebration
 Time: 5:00PM-7:00PM
 Milwaukee City Hall
 200 E Wells street
 Milwaukee, WI 53202

Saturday:
Morning Event: Air Salute

Time: 10:00 AM - 4:00 PM
 Timmerman Airport
 5001 N. 91st Street
 Milwaukee, WI 53221
 Admission: \$2.00 per person
 under 6 years - Free

Evening Event: Banquet

Time: 5:00 PM - 12:00 AM
 Elks Club Lodge 46
 5555 W. Good Hope Rd.
 Milwaukee, WI 53223
 Admission: \$50.00 per couple
 \$30.00 per person
 \$20.00 per student

Perform By: Refugee Band
 Dress Code: Formal please

We welcome all of you to join us to celebrate a day of Unity Remembrance and Honor. Experience, colorful culture, ethnic food, Hmong music, and an Air Salute.

Hosted by:
 The City of Milwaukee, in conjunction with Lao-Hmong American Coalition Wisconsin Chapter, Vietnam Veterans of America-Milwaukee Chapter 324, Timmerman Airport, Northwest T-28 Pilots Association, and Milwaukee Elks Lodge 46.
 For more information or registration please contact: Lucien Neng Lee at: (414)536-5058 or Joseph F. Campbell at: (414) 607-0527, and Judith A. Singer, at jsinger@uwm.edu or (414)476-0558

