

FW 060528

**AGREEMENT
BETWEEN THE CITY OF MILWAUKEE AND
THE HAVENSWOOD ECONOMIC DEVELOPMENT CORPORATION**

THIS AGREEMENT ("Agreement"), is entered into this 8th day of June, 2007 by and between the City of Milwaukee, a municipal corporation organized under the laws of the State of Wisconsin ("City"), and the Havenswood Economic Development Corporation, a non-profit organization, ("HEDC"), (collectively, "the Parties").

WHEREAS, the Common Council of the City created MCO § 312-14 in File No. 060528, adopted on February 6, 2007, which established a Citywide Block Watch Council; and

WHEREAS, the purpose of the Citywide Block Watch Council is to provide crime prevention information and assistance to neighborhood block watches throughout the City; and

WHEREAS, the use of digital still photography cameras would aid citizens and business owners in monitoring community conditions including building code violations, nuisance activities, sanitation, and crime prevention, thereby improving the quality of life in the City and stimulating economic development; and

WHEREAS, the Common Council of the City has resolved, in Resolution File No. 061253, adopted on February 6, 2007, ("Resolution"), to appropriate \$5,000 to the HEDC for the purpose of purchasing approximately 50 digital still photography cameras that will be used by residents and business owners in the Citywide Block Watch Council; and

WHEREAS, pursuant to the Resolution, said sum is to be appropriated from the Economic Development Fund, Account 0001-1310-5123-006300; and

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

WHEREAS, the Parties deem it appropriate and in furtherance of a public purpose 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 HEDC's Activities

A. The funds provided pursuant to this Agreement will be used for the purpose of purchasing approximately 50 digital still photography cameras that will be used by residents and business owners in the Citywide Block Watch Council.

B. If the HEDC expends less than \$5,000 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 30 days following demand by the City.

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

D. The HEDC shall comply with all applicable federal, state, and local laws and regulations.

ARTICLE II
The City's Activities

A. The City shall provide funds to the HEDC in an amount not to exceed \$5,000 for the purpose of purchasing approximately 50 digital still photography cameras that will be used by residents and business owners in the Citywide Block Watch Council.

B. The City Comptroller shall, from time to time as in his judgment is appropriate, review the receipts and expenditures of the HEDC in relation to this Agreement, 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.

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 do not engage in discriminatory practices and 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 shall 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 a 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 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 HEDC 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 the 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. Public Records Law. The Parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* The HEDC acknowledges that it is obliged to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the HEDC must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of payment under this Agreement.

I. 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
Tom Barrett, Mayor

Date: ~~6/8/07~~ 5/24/07^{T3}

Signature: Ronald D. Leonhardt
Ronald D. Leonhardt, City Clerk

Date: 5/15/07

Countersigned
Signature: Michael J. Morics DEPUTY
W. Martin Morics, Comptroller

Date: MAY 30 2007

For the Havenswood Economic Development Corporation:

Signature: Stephanie Harling
Stephanie Harling, Director

Date: 5/14/07

Approved as to form and execution:

Signature: Kathryn M. Zaleski
Assistant City Attorney

Date: 6/8/07