



Department of City Development

Housing Authority
Redevelopment Authority
City Plan Commission
Historic Preservation Commission
NIDC

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

June 8, 2005

Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a fully executed original of a Development Fund Grant Agreement identified as Contract No. 05-056 (CM), C191005056, dated May 1, 2005, between the City of Milwaukee and the National Association for the Advancement of Colored People – Milwaukee Branch (NAACP) for the purpose of supporting the holding of the 2005 NAACP Convention in Milwaukee.

Please insert this agreement into Common Council Resolution File No. 041326, adopted February 1, 2005.

Sincerely,

jm Rocky Marcoux
Commissioner

Enclosure

Contract No. 05-056 (CM)
C191005056

**DEVELOPMENT FUND
GRANT AGREEMENT**

NAACP CONVENTION

**Development Fund
Grant Agreement**

NAACP Convention

This GRANT AGREEMENT is made and entered into as of the 1st day of May, 2005 by and between the City of Milwaukee, a Wisconsin municipal corporation ("CITY") and the National Association for the Advancement of Colored People – Milwaukee Branch, a Wisconsin not-for-profit corporation ("GRANTEE").

WITNESSETH

WHEREAS, Common Council Resolution File No. 041326 authorizes the transfer and expenditure of \$50,000.00 from the Development Fund in the form of a grant to the Grantee for the purpose of supporting the 2005 national convention of the National Association for the Advancement of Colored People to be held in Milwaukee from July 9th through July 15th, 2005 (the "Convention"); and

WHEREAS, the Convention provides opportunities to the City of Milwaukee, the Redevelopment Authority of the City of Milwaukee ("RACM") and the Housing Authority of the City of Milwaukee ("HACM") to promote Milwaukee as a venue for new business ventures, development and redevelopment activities; and

WHEREAS, the Convention presents the City's Department of City Development and RACM with opportunities to showcase development and redevelopment activities in Milwaukee, including the Bronzeville Project, North Avenue Redevelopment Projects, and numerous neighborhood redevelopment activities within Milwaukee's central city; and

WHEREAS, the Convention presents the Department of City Development and HACM with the opportunity to showcase HACM's Hope VI and low and moderate income housing projects; and

WHEREAS, supporting the Convention will promote the expansion of business opportunities, development and redevelopment within Milwaukee, consistent with the purposes for which the Development Fund was established.

NOW, THEREFORE, In consideration of the mutual covenants contained herein, the parties agree as follows:

**I.
AWARD**

CITY hereby awards a Development Fund Grant in the amount of \$50,000.00 to GRANTEE for expenditures of GRANTEE in conjunction with the Convention. GRANTEE

agrees to undertake and implement the Convention in accordance with the terms of this Grant Agreement.

II. GRANTEE REQUIREMENTS

In the implementation of the Convention GRANTEE shall:

- A. Undertake the Convention in substantial accordance with plans filed with CITY's Commissioner of City Development.
- B. Expend all Grant proceeds on costs of the Convention.
- C. Establish and maintain records and file reports with CITY's Commissioner of City Development as hereinafter set forth. Keep and maintain books, records, and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of all Grant proceeds and the total costs of all activities undertaken with Grant proceeds. All such books, records and documents shall be maintained for a period of seven (7) years following completion of the Convention.
- D. Allow CITY's Commissioner of City Development, CITY's Comptroller, and their designees and agents, at any time during normal business hours, to undertake examination of all of GRANTEE's books, records and documents with respect to all matters covered by this Grant Agreement and the Convention and permit such CITY representatives to audit, examine and make copies of all contracts, invoices, materials, payroll records, and other data relating to the activities funded pursuant to this Grant Agreement.
- E. Comply with all applicable City, State, and Federal laws, rules and regulations applicable to entities such as GRANTEE receiving funding through CITY. Provide credit to the City of Milwaukee in brochures, news releases, program publications and other printed materials in the following manner:

"This Convention is funded in part through a grant from the City of Milwaukee/Development Fund"
- F. Not discriminate against any person participating in the Convention or activities funded in whole or in part with Grant proceeds on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability, sexual orientation, or national origin.
- G. Indemnify and hold the CITY, its officers, employees, and agents harmless from and against any and all losses, claims, damages, expenses, and all suits in equity or actions of law arising from, in connection with or as a result of the implementation of the Convention or any actions of GRANTEE undertaken pursuant to this Grant Agreement.

Nothing the foregoing indemnity shall protect the CITY, its officers, officials, employees, and agents from their own default, active negligence or misconduct.

**III.
CITY REQUIREMENTS**

CITY shall:

- A. Acting through the proper CITY officials, transfer \$50,000.00 from the Development Fund Parent Account to the Account No. URO 3396800 .
- B. Upon receipt of invoices and other evidence from GRANTEE reflecting expenditures for costs of the Convention to be funded utilizing Grant proceeds, Grant proceeds shall be disbursed to GRANTEE by CITY pursuant to procedures approved by CITY's Commissioner of City Development.

**IV.
NOTICES**

All notices under this Grant Agreement shall be made in writing and deemed served upon depositing the same in the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed as follows:

To The CITY: City of Milwaukee Department of City Development
809 North Broadway
Milwaukee, WI 53202
Attn: Commissioner

To GRANTEE: Jerry Ann Hamilton
President, Milwaukee Branch
NAACP
2745 North Dr. Martin Luther King Jr. Drive, Suite 203
Milwaukee, WI 53212

**V.
BINDING EFFECT/ASSIGNMENT**

This Grant Agreement shall be binding upon and inure to the benefit of CITY, GRANTEE, their successors and permitted assigns. GRANTEE shall not assign any interest in this Grant Agreement without the prior written consent of CITY.

**VI.
TERMINATION**

In the event that GRANTEE fails to comply with any of the terms or provisions of this Grant Agreement CITY may terminate this Grant Agreement upon five (5) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their duly authorized representatives as of the day and date set forth above.

**NATIONAL ASSOCIATION for the
ADVANCEMENT of COLORED PEOPLE**

CITY OF MILWAUKEE:

Jerry Ann Hamilton

Tom Barrett
Tom Barrett, Mayor

Jerry Ann Hamilton

Ronald D. Leonhardt
Ronald D. Leonhardt, City Clerk

Countersigned:

Michael J. Lane DEPUTY
City Comptroller

Approved as to form, content and execution this
_____ day of May, 2005.

Thomas O. Gartner

Thomas O. Gartner
Assistant City Attorney

1035-2005-184:91378