

AGREEMENT
BETWEEN THE CITY OF MILWAUKEE
AND
AIRPORT GATEWAY BUSINESS ASSOCIATION

AGREEMENT made this 27th day of August, 2009, by and between the City of Milwaukee (City), and the Airport Gateway Business Association (AGBA).

WHEREAS, AGBA plays a vital role in supporting the City's economic development and job creation activities by, among other things, providing leadership in the area around General Mitchell International Airport; and

WHEREAS, The City and AGBA are desirous of cooperating in this effort, which the Common Council has determined is in the public interest and carries out a public purpose; and

WHEREAS, The City will provide AGBA an amount not to exceed \$10,000, subject to certain conditions described in this Agreement; and

WHEREAS, The City has authorized its proper City officials to enter into this Agreement pursuant to Common Council Resolution Number 081726 dated May 27, 2009; and

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

A. OBLIGATIONS OF AGBA

1. AGBA will continue to support economic development and job creation activities by providing leadership in planning, promoting, and developing the vitality of the area around General Mitchell International Airport.

2. AGBA will continue to explore partnerships between the Port of Milwaukee, General Mitchell International Airport, railways, and trucking companies to increase the exports of goods.
3. AGBA, through its leadership role with the Airport Area Economic Development Task Force, will attempt to utilize the airport as an economic engine for Southeastern Wisconsin and the entire state, and to make Milwaukee an aerotropolis.
4. AGBA will continue to provide to its members with crucial technical service for capacity growth.
5. AGBA acknowledges and agrees that no funds received from the City pursuant to this agreement will be used for staffing purposes, and agrees to permit City personnel, including the Comptroller, upon reasonable notice, to audit AGBA's records to ensure compliance with this provision and other provisions of this agreement.
6. AGBA agrees that all funds received from the City will be used for the purposes described in paragraphs A.1 through 4, above.
7. No later than December 31, 2009, AGBA will submit a report to the City's Common Council that includes an evaluation of the effectiveness of AGBA's economic development and job creation activities; further, AGBA will make a representative personally available for meetings held by the Common Council or its committees that include agenda items regarding the report.

B. OBLIGATIONS OF THE CITY

1. The City will provide AGBA with an appropriation not to exceed \$10,000 from the 2009 Economic Development Committee Fund Special Purpose account, 0001-1310-

S123-006300, to be used to support economic development and job creation activities as described in paragraphs A.1-4, above.

2. The funds described above shall not be provided to AGBA until proof is submitted to the City, in a form acceptable to the City Clerk, demonstrating that AGBA has obtained "matching" funds in the amount of \$10,000.

C. OTHER PROVISIONS

1. Term. This Agreement shall be effective upon signature of the authorized representatives of each party. The Agreement shall terminate one year from the date of execution. The Agreement may be terminated by either party for non-performance of the other party.

2. Conflict of Interest.

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

b. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality 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.

3. Discrimination Prohibited.

a. AGBA warrants that it is an equal opportunity employer and fully supports the letter and spirit of Title VII of the Civil Rights Act of 1964, as amended, and that it is

in compliance with such Act and all applicable legally managed Affirmative Action Programs.

b. AGBA will comply with all applicable provisions of the Americans with Disabilities Act of 1990.

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

4. Notices and other correspondence concerning this Agreement shall be sent to:

For the City:

Ronald Leonhardt, City Clerk
200 East Wells Street, Room 205
Milwaukee, WI 53202
rleonh@milwaukee.gov
(414) 286-2221

For AGBA:

Tom Rave, Executive Director
861 West Layton Avenue
Milwaukee, WI 53221
trave@gatewaytomilwaukee.com
(262) 844-1330


5. This Agreement may be amended or extended at any time in writing upon mutual agreement of the parties hereto.

6. AGBA agrees to indemnify, defend, and save harmless the City and its officers, employees, and agents from and against any and all liability arising as a result of this Agreement.

7. This Agreement sets forth all the covenants, provisions, agreements, conditions, and understanding between the parties, and there are no covenants promises, agreements, conditions, or understandings either oral or written other than are herein set forth.

In Witness Whereof, the parties have executed this Agreement, as of the date hereinbefore set forth.

CITY OF MILWAUKEE



Mayor

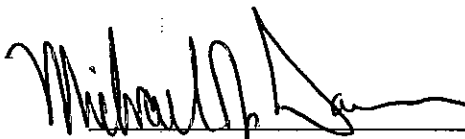
Date: 8/10/09



City Clerk

Date: 8/27/09

COUNTERSIGNED:



DEPUTY

CITY COMPTROLLER

AUG 24 2009

Date: _____

AIRPORT GATEWAY BUSINESS ASSOCIATION

Tom Lane R
EXECUTIVE DIRECTOR

Date: July 31, 2009

Approved as to Content, Form and Execution

this 27 day of Aug, 2009.

Rehuel
Deputy City Attorney

LUB:bl
7/7/09
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