

**AGREEMENT
BETWEEN THE CITY OF MILWAUKEE AND
THE MILWAUKEE PUERTO RICAN CULTURAL COMMITTEE**

THIS AGREEMENT ("Agreement"), is entered into this 27 day of September, 2005 by and between the City of Milwaukee, a municipal corporation organized under the laws of the State of Wisconsin ("City"), and the Milwaukee Puerto Rican Cultural Committee, a non-profit organization ("Committee"), (collectively, "the Parties").

WHEREAS, the Committee had undertaken to organize a 2005 Puerto Rican Parade and Festival ("Festival"), which was held at Mitchell Park, in the City of Milwaukee on July 24, 2005; and

WHEREAS, the Common Council of the City has resolved, in Resolution File No. 050349, passed on July 26, 2005, to appropriate \$7,700.00 for the purpose of contributing towards the expenses incurred in staging the Festival ("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 Committee's Activities**

A. The Committee organized a Festival held on July 24, 2005 at Mitchell Park in the City. The budget compiled by the Committee for the Festival is appended hereto at 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 Festival.

C. Prior to the provision of funds by the City under this Agreement, the Committee shall provide the City with copies of receipts for expenses already paid and/or copies of invoices for expenses that have yet to be paid, incurred in staging the Festival.

D. If after the City has provided funds under this Agreement, the City determines that the Committee expended less than \$7,700.00 in staging the festival, the Committee 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.

E. The Committee 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.

F. The Committee 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 \$7,700.00 for the purpose of contributing to the expenses incurred in staging the Festival. In no event shall the City be obligated to provide funds in an amount greater than the sum of receipts and invoices provided to the City that reflect actual expenses incurred by the Committee in staging the Festival.

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

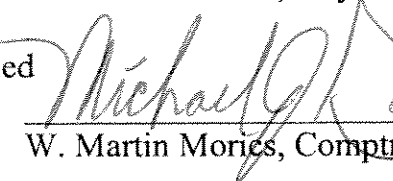
H. Termination. This Agreement may be terminated by either of the Parties for nonperformance.

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


For the City of Milwaukee:

Signature:  Date: 12/6/05
Tom Barrett, Mayor

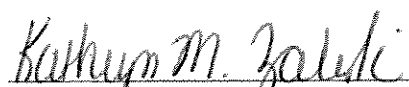
Signature:  Date: 12/7/05
Ronald Leonhardt, City Clerk

Countersigned
Signature:  Date: 12/14/05
W. Martin Morics, Comptroller *DM* ^{DEPUTY}

For the Milwaukee Puerto Rican Cultural Committee:

Signature  Date: 9/27/05
Victor E. Huyke, President

Approved as to form and execution:

Signature:  Date: 12/19/05
Assistant City Attorney

KMZ:kmz
1055-2005-2086:96964

PUERTO RICAN PARADE & FESTIVAL 2005 BUDGET

Parade

Permits.....	\$6,000.00
<i>(Includes hooding parking meters, street barricades, dumpsters & carts, and police escort.)</i>	
Insurance Policy (city).....	\$750.00
Convertible Cars For Grand Marshall And Others.....	Donated
Sub total:	\$6,750.00

Festival

Entertainment/ Musical Bands	\$5,000.00
Insurance Policy (county).....	\$750.00
Maintenance Crew.....	\$500.00
Milwaukee County Park Rental Fee.....	\$1,000.00
Milwaukee County Sheriff Patrolling Park Festival	\$2,000.00
Portable Toilets.....	\$1,000.00
Promotions/ Advertisement.....	\$4,500.00
Sound System & Lighting	\$3,500.00
Security Guards	\$800.00
Tent Rentals	\$3,000.00
Sub Total:	\$22,050.00
 Grand Total:	 <u><u>\$28,800.00</u></u>