

CONTRACT FOR SERVICES

City of Milwaukee Common Council – City Clerk's Office

SERVICE DESCRIPTION: 2001 Community Development Summit

TIME OF PERFORMANCE: May 8, 2001 to September 30, 2001

TOTAL AMOUNT OF CONTRACT: Not to exceed a maximum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00)

THIS AGREEMENT, entered into by and between the Urban Economic Development Association of Wisconsin, Inc. (hereinafter referred to as the "CONTRACTOR"), and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY").

I. RETENTION OF SERVICES

The CITY hereby agrees to provide a funds to underwrite a Community Development Summit to be held at the Milwaukee Hyatt Regency Hotel on June 15, 2001, and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with City of Milwaukee Common Council File No. 001596 adopted March 20, 2001, as amended by Common Council File Number 001154 adopted May 8, 2001, and with the terms and conditions of this Contract. The CONTRACTOR agrees to meet all deadlines and any schedules as herein set forth. The Common Council has identified the public purpose of this donation as the stimulation of economic development for the CITY.

II. REQUIREMENTS

The CONTRACTOR is required to:

- A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this Contract.
- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment of terms as set forth herein.

III. SCOPE OF SERVICES

A. Schedule of Activities.

1. Economic Development Summit. The Urban Economic Development Association of Wisconsin, Inc., will organize, conduct and promote the Economic Development Summit, as more specifically described in Exhibit A to this Contract. The Economic Development Summit shall take place at the Hyatt Regency Hotel in the City of Milwaukee on June 15, 2001.
2. Reports to the CITY. CONTRACTOR shall also:
 - (a) present a report on the goals and objectives of the Community Development Summit to the Community Development Committee for follow-up;
 - (b) follow up with individuals and organizations who attend the Summit and provide follow-up to the Community Development Committee in a format approved by the Community Development Committee; and
 - (c) furnish the CITY's Community Block Grant Administration (CBGA) with such statements, records, reports, data and information as CBGA may request pertaining to matters governed by the law and regulations with respect to the expenditure of Community Development Block Grant funds.

IV. NOTICES

Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified mail, Return Receipt Requested," addressed to the CONTRACTOR at:

Urban Economic Development Association, Inc.
161 W. Wisconsin Avenue
Suite 3166
P.O. Box 511561
Milwaukee, Wisconsin 53203

and to the CITY at:

Office of Common Council – City Clerk
City Hall – Room 205
200 East Wells Street
Milwaukee, Wisconsin 53202

Attention: Ronald D. Leonhardt, City Clerk

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

V. REPORTS

- A. All reports, studies, analyses, memoranda and related data and material as may be developed during the performance of this Contract (including but not limited to the reports referred to in section III.A.2.) shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided.
- B. If this Contract is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the CITY at the effective date of such termination.

VI. TIME OF PERFORMANCE

The services to be performed under the terms and conditions of this Contract shall be in force and shall be fully performed no later than September 30, 2001, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to amend, modify, change, correct or expand thereon until the Contract is fully completed.

VII. COMPENSATION AND TAXES

- A. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on page 1 under "Total Amount of Contract," inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensations to be paid hereunder exceed said maximum sum for all the services required.
- B. Taxes, Social Security, and Government Reporting. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

VIII. REMEDIES FOR NONCOMPLIANCE

If the CONTRACTOR materially fails to comply with any term of an award, the CITY may take one or more of the following actions:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR;
- B. Disallow (that is, deny both use of funds and matching credit for) all or part of the activity or action not in compliance;
- C. Wholly or partially suspend or terminate, pursuant to Article IX, the current award for the CONTRACTOR's program;
- D. Withhold further awards for the program; or
- E. Take other remedies that may be legally available.

IX. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the Contract of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

X. METHOD OF PAYMENT

The CITY agrees to pay, upon submission by the CONTRACTOR of documentation, in a form acceptable to the CITY as provided in Section XVII hereof, reimbursement for the actual costs incurred in connection with the Economic Development Summit, in an aggregate amount not to exceed \$12,500.00. The remaining \$12,500 balance of the total \$25,000.00 amount payable under this contract shall be payable upon the acceptance by the Community Development Policy Committee of the reports described in Section III.A.2. of this Contract. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the CITY Clerk's Office or its designee of the CITY shall prevail.

The CITY shall have the right to request reimbursement from the CONTRACTOR if the Economic Development Summit is for any reason cancelled or rescheduled beyond twelve months of the date established in Section III.A.

XI. DEFENSE OF SUITS

In case any action in court is brought against the CITY, or any of its officers, agents or employees for the failure, omission or neglect of the CONTRACTOR to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury of damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY, and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender, it shall be the duty of the CONTRACTOR and CONTRACTOR's insured to defend such claim or action without costs or expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

XII. REGULATIONS

The CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related to the use of Community Development Block Grant funds in connection with the services to be performed under this Contract.

XIII. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the CITY to the CONTRACTOR. If the CONTRACTOR is terminated by the CITY as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONTRACTOR covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the CONTRACTOR during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONTRACTOR, Section IX hereof, relative to termination, shall apply.

XIV. CHANGES

All requests for change in performance and/or compensation will be directed in writing to the CITY Department/Agency set forth in Section IV.

XV. PERSONNEL

The CONTRACTOR represents that he has or will secure at this own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

XVI. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

XVII. RECORDS

- A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.
- B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

XVIII. REPORT AND INFORMATION

At such times and in such forms as the CITY may require, there shall be furnished the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Contract.

XIX. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, the appropriate federal or state agency may deem necessary, the CONTRACTOR shall make available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the CITY or such agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

XX. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, without the prior written approval of the CITY.

XXI. CONFLICT OF INTEREST

No officer, employee, or agent of the CONTRACTOR shall receive any personal benefit, unrelated to the performance of his/her official duties, as a result of this Contract.

XXII. DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex or national origin.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.

- B. No person in the United States shall, on the ground of race, color, sex orientation, religion, sex or national origin be excluded from participation in, be denied the benefits

of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

- C. The CONTRACTOR agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 121011, et seq.

XXIII. WORKERS' COMPENSATION INSURANCE


The CONTRACTOR, and all subcontractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Workers' Compensation insurance for all persons performing any work or services under the Contract or subcontract as is required by the Workers' Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.

XXIV. OTHER PROVISIONS

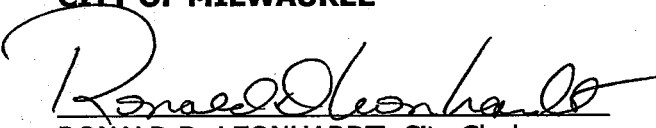
Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the CITY in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefore other than herein provided.

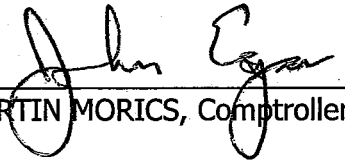
By our signatures on this 1st day of June, 2001, the Urban Economic Development Association of Wisconsin, Inc. and the City of Milwaukee agree to all terms and conditions of this Contract.

**URBAN ECONOMIC DEVELOPMENT
ASSOCIATION OF WISCONSIN, INC.**

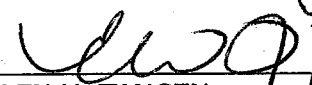

KAREN GOTZLER, President and CEO

CITY OF MILWAUKEE


RONALD D. LEONHARDT, City Clerk

 **DEPUTY**
W. MARTIN MORICS, Comptroller *Cio*

Examined and approved as to form and execution this 11 day of July, 2001.


ELLEN H. TANGEN
Assistant City Attorney

41046

EXHIBIT A

Milwaukee's Community Development Future:
Action Plan
Build Capacity
Collaborate

Friday, June 15, 2001
Hyatt Regency Hotel

- ***Need Statement and Case Study mailed in advance to all participants, prepared under leadership of UWM Center for Economic Development***
- ***"Community Development Fair" of Local Best Practices: Exhibits by Award-Winning Milwaukee CDC's and Guest Resource Cities***
 - Possible Examples:
 - YW Works – job training and affordable housing
 - Northwest Side CDC – supplier linkage
 - Walker's Point DC - walk to worship home ownership
 - King Drive – commercial redevelopment
 - NMDC – Nash plant redevelopment
- ***Bibliography and Publications and Mini Case Studies of Best Practices (available to participants)***

7:15 a.m. ***Registration and Continental Breakfast
Community Development Fair Opens***

8:00 a.m. ***Welcome
Mayor John Norquist***

8:15 a.m. ***Challenge Statement:
Roy Priest, CEO
National Congress for Community Economic Development***

9:00 a.m. ***Developing A Common Vision and Agenda and Shared Understanding:
Principles for Community Development in Milwaukee***

11:00 a.m. ***Models of Community Development (interactive panel)
Cleveland, Ohio
Chicago, Illinois
Minneapolis, Minnesota***

LUNCH ***Cause for Optimism: Award-Winning Local CDC Success Stories
(video of Milwaukee Awards in Neighborhood Innovation "MANDI" nominees)***

***Introduction of Keynote Speaker:
Mick Hatch, Foley & Lardner***

Keynote Speaker
Corporate Support for Community Development
Anne Habiby, ICIC, Harvard University

2:00 p.m. Action Plans:
***Developing Support and Coordination Among the Sectors in Community
Development: Government, Business, Philanthropy and Nonprofits***

Next Steps and Commitments to Follow-up Activities

3:30 p.m. ***Adjourn***
Facilitated Post Conference Discussion with refreshments

4/18/01

Community Development Summit
June 15, 2001, Hyatt Regency Hotel – Milwaukee
8:00 a.m. – 4:30 p.m.
Budget

EXPENSES

Continental breakfast, lunch, coffee & tea service throughout the day - \$42 x 250 participants (includes 18% gratuity)	\$ 10,500
Facilities and equipment	4,800
Marketing and promotion	7,500
➤ brochure graphics	
➤ news releases	
➤ printing	
➤ media contacts	
➤ distribution	
➤ postage	
Presenters and Speakers	14,000
➤ Roy Priest from NCCED	
➤ Minneapolis speaker	
➤ Cleveland, Kansas City and/or Chicago speaker(s)	
➤ Case study development	
➤ Honoraria	
➤ Travel	
Agenda and Fair Coordination	6,500
➤ Booths for local, national best practices	
➤ Day of coordination	
Registration, accounting and administration	7,000
➤ Supplies	
➤ Staffing	
➤ Bookkeeping	
➤ Reporting	
Conference booklets	3,500
➤ Printed agendas	
➤ Best practices materials	
➤ Compilation of models	
➤ to be distributed to participants	
TOTAL EXPENSES	\$ 53,800

**Community Development Summit
June 15, 2001, Hyatt Regency Hotel – Milwaukee
8:00 a.m. – 4:30 p.m.
Budget**

REVENUE

Corporate Sponsors and Foundations	25,000
City of Milwaukee	25,000
Registrations	3,800
	<hr/>
TOTAL REVENUE	\$ 53,800

3/20/01



**City of Milwaukee
Text File Report**

200 E. Wells Street
Milwaukee, Wisconsin
53202

Resolution

Introduced: 2/27/01

File Number: 001596

Status: Passed

Version: 1

Sponsors: ALD. RICHARDS

Substitute resolution authorizing the Community Development Block Grant Administration to allocate funds for a "Community Development Summit".

Whereas, The Community Development Committee on March 13, 2001 approved an appropriation, not to exceed \$25,000, in Federal Community Development Block Grant funds, from the CDBG Contingent Fund; and

Whereas, CDBG funds will be appropriated as part of the \$53,800 total cost for the Community Development Summit 2001: Challenges and Opportunities for Each Sector, Friday, June 15, 2001 at the Hyatt Regency Hotel in the City of Milwaukee; and

Whereas, The Common Council/City Clerk will appropriate CDBG Funds in conformance with all federal, state and local law and regulations governing the use and expenditures of CDBG funds; and

Whereas, The Facilitator/Independent Contractor must provide the Common Council/City Clerk evidence that 1:1 matching funds have been leveraged from other sources, and that work under the Community Development Block Grant-funded activity may commence after the Facilitator/Independent Contractor have raised matching funds and contracts and/or subcontracts have been entered into by and between the Common Council/City Clerk and the Summit Facilitator/Independent Contractor; and

Whereas, The Common Council/City Clerk will engage the services of a Summit Facilitator/Independent contractor in compliance with all Federal procurement requirements including the solicitation of bids for securing services, supplies, or other property and obtained from an adequate number of qualified sources; and

Whereas, The Common Council/City Clerk will conduct Federal Procurement transactions in a manner providing full and open competition; that small businesses, minority owned firms, and women's business enterprises are used to the fullest extent practicable; and

Whereas, The Community Development Summit will focus on leveraging greater private sector involvement into the public sector and will involve a cross section of participants from the CBO community, faith-based community, philanthropic community and government sectors; and

Whereas, The Community Development Committee of the Common Council will approve Agenda

topics, Presenters and Speakers and the expenditure of funds applicable to Federal and City rules and regulations; and

Whereas, Goals and objectives of the Community Development Summit be presented to the Community Development Committee for following up; that the Summit Facilitator/Independent Contractor follows up with individuals and organizations who attend the Summit and provide follow up to the Community Development Committee in a format approved by the Community Development Committee; now, therefore, be it

Resolved, That no Community Based Organization (CBO's) currently receiving Community Development Block Grant funding will be assessed any charges to participate in the "Community Development Summit"; and, be it

Further Resolved, That the Common Council/City Clerk shall furnish the Community Block Grant Administration (CBGA) such statements, records, reports, data and information as the CBGA may request pertaining to matters covered by the expenditure of Federal Community Development Block Grant funds; and, be it

Further Resolved, By the Common Council of the City of Milwaukee, that the CDBG funds are budgeted to the Common Council/City Clerk, which is authorized to:

- 1.) Enter into contracts/subcontracts.
- 2.) Expend from the amount budgeted for specified purposes as delineated by the Common Council of the City of Milwaukee and incur costs consistent with the award date and for the purposes as specified in the Resolution and in an Interdepartmental Cooperation Agreement – Memorandum of Understanding by and between the Common Council/City Clerk and Community Block Grant Administration.
- 3.) It is the policy of the City that the Contractor shall be compensated on a reimbursable basis. Advances may be authorized at the discretion of the Community Block Grant Administrator Director in such manner and at such times as prescribed by the City Comptroller.

SUMMIT 03-13
03/16/01

IMMEDIATE ADOPTION

..Number

..Version

..Reference

001596

..Sponsor

ALD. RICHARDS

..Title

Resolution amending provisions relating to the holding of the Community Development Summit.

..Analysis

This resolution amends provisions relating to the holding of the Community Development Summit as authorized by File 001596, adopted March 20, 2001. Amendments include:

1. Awarding a contract through sole source to the Urban Economic Development Association of Wisconsin, Inc. to act as summit facilitator; 001596 specified solicitation of bids for a facilitator.
2. Requiring the Urban Economic Development Association of Wisconsin, Inc. to utilize small businesses, minority owned firms and women's business enterprises to the fullest extent practicable in the provision of services related to the summit.
3. Authorizing the chair of the Community Development Committee to approve summit agenda topics, presenters and expenditure of summit funds; 001596 authorized the Community Development Committee to make such approvals.

..Body

Resolved, By the Common Council of the City of Milwaukee, that File Number 001596, resolution relating to the holding of a Community Development Summit, is amended as follows:

1. The text of the fifth "Whereas" clause is deleted, and the following text is inserted: "Whereas, The Common Council/City Clerk will engage the services of the Urban Economic Development Association of Wisconsin, Inc. as the Summit Facilitator/Independent contractor, pursuant to the provisions of 24 CFR Part 85.36 (d) (4), which permits procurement by non-competitive proposals due to the nature of the proposed summit meeting; and "
2. The text of the sixth "Whereas" clause is deleted, and the following text is inserted: "Whereas, Urban Economic Development Association of Wisconsin, Inc. in its role as Summit Facilitator/Independent contractor will utilize small businesses, minority owned

firms and women's business enterprises to the fullest extent practicable in the provision of services related to the summit; and"

3. The text of the eighth "Whereas" clause is amended by adding the words "chair of" following the word "The" and preceding the words "Community Development Committee"

4. The text of the second "Further Resolved" clause is amended by deleting the text of Items #1 and 3 and inserting the following text:

"1). Enter into a contract with the Urban Economic Development Association of Wisconsin, Inc. for the holding of the Community Development Summit.

3). It is the policy of the City that the Contractor shall be compensated on a reimbursable basis. Advances may be authorized at the discretion of the City Clerk in concurrence with the chair of the Community Development Committee in such manner and at such times as prescribed by the City Comptroller."

....Requestor

..Drafter
LRB 01184-1
BJZ/rk
4/26/2001

City of Milwaukee

Office of the City Clerk

200 E. Wells Street

Milwaukee, Wisconsin 53202

Certified Copy of Resolution-Immediate Adoption

FILE NO: 010054

Resolution amending provisions relating to the holding of the Community Development Summit.

Resolved, By the Common Council of the City of Milwaukee, that File Number 001596, resolution relating to the holding of a Community Development Summit, is amended as follows:

1. The text of the fifth "Whereas" clause is deleted, and the following text is inserted: "Whereas, The Common Council/City Clerk will engage the services of the Urban Economic Development Association of Wisconsin, Inc. as the Summit Facilitator/Independent contractor, pursuant to the provisions of 24 CFR Part 85.36 (d) (4), which permits procurement by non-competitive proposals due to the nature of the proposed summit meeting; and "
2. The text of the sixth "Whereas" clause is deleted, and the following text is inserted: "Whereas, Urban Economic Development Association of Wisconsin, Inc. in its role as Summit Facilitator/Independent contractor will utilize small businesses, minority owned firms and women's business enterprises to the fullest extent practicable in the provision of services related to the summit; and"
3. The text of the eighth "Whereas" clause is amended by adding the words "chair of" following the word "The" and preceding the words "Community Development Committee"
4. The text of the second "Further Resolved" clause is amended by deleting the text of Items #1 and 3 and inserting the following text:
"1). Enter into a contract with the Urban Economic Development Association of Wisconsin, Inc. for the holding of the Community Development Summit.

3). It is the policy of the City that the Contractor shall be compensated on a reimbursable basis. Advances may be authorized at the discretion of the City Clerk in concurrence with the chair of the Community Development Committee in such manner and at such times as prescribed by the City Comptroller."



I, Ronald D. Leonhardt, City Clerk, do hereby certify that the foregoing is a true and correct copy of a(n) Resolution-Immediate Adoption passed by the COMMON COUNCIL of the City of Milwaukee, Wisconsin on May 8, 2001.

Ronald D. Leonhardt

**Ronald D. Leonhardt
City Clerk**

August 17, 2001

Date Certified

City of Milwaukee

Office of the City Clerk

200 E. Wells Street

Milwaukee, Wisconsin 53202

Certified Copy of Resolution

FILE NO: 001596

Substitute resolution authorizing the Community Development Block Grant Administration to allocate funds for a "Community Development Summit".

Whereas, The Community Development Committee on March 13, 2001 approved an appropriation, not to exceed \$25,000, in Federal Community Development Block Grant funds, from the CDBG Contingent Fund; and

Whereas, CDBG funds will be appropriated as part of the \$53,800 total cost for the Community Development Summit 2001: Challenges and Opportunities for Each Sector, Friday, June 15, 2001 at the Hyatt Regency Hotel in the City of Milwaukee; and

Whereas, The Common Council/City Clerk will appropriate CDBG Funds in conformance with all federal, state and local law and regulations governing the use and expenditures of CDBG funds; and

Whereas, The Facilitator/Independent Contractor must provide the Common Council/City Clerk evidence that 1:1 matching funds have been leveraged from other sources, and that work under the Community Development Block Grant-funded activity may commence after the Facilitator/Independent Contractor have raised matching funds and contracts and/or subcontracts have been entered into by and between the Common Council/City Clerk and the Summit Facilitator/Independent Contractor; and

Whereas, The Common Council/City Clerk will engage the services of a Summit Facilitator/Independent contractor in compliance with all Federal procurement requirements including the solicitation of bids for securing services, supplies, or other property and obtained from an adequate number of qualified sources; and

Whereas, The Common Council/City Clerk will conduct Federal Procurement transactions in a manner providing full and open competition; that small businesses, minority owned firms, and women's business enterprises are used to the fullest extent practicable; and

Whereas, The Community Development Summit will focus on leveraging greater private sector involvement into the public sector and will involve a cross section of participants from the CBO community, faith-based community, philanthropic community and government sectors; and

Whereas, The Community Development Committee of the Common Council will approve Agenda topics, Presenters and Speakers and the expenditure of funds

applicable to Federal and City rules and regulations; and

Whereas, Goals and objectives of the Community Development Summit be presented to the Community Development Committee for following up; that the Summit Facilitator/Independent Contractor follows up with individuals and organizations who attend the Summit and provide follow up to the Community Development Committee in a format approved by the Community Development Committee; now, therefore, be it

Resolved, That no Community Based Organization (CBO's) currently receiving Community Development Block Grant funding will be assessed any charges to participate in the "Community Development Summit"; and, be it

Further Resolved, That the Common Council/City Clerk shall furnish the Community Block Grant Administration (CBGA) such statements, records, reports, data and information as the CBGA may request pertaining to matters covered by the expenditure of Federal Community Development Block Grant funds; and, be it

Further Resolved, By the Common Council of the City of Milwaukee, that the CDBG funds are budgeted to the Common Council/City Clerk, which is authorized to:

- 1.) Enter into contracts/subcontracts.
- 2.) Expend from the amount budgeted for specified purposes as delineated by the Common Council of the City of Milwaukee and incur costs consistent with the award date and for the purposes as specified in the Resolution and in an Interdepartmental Cooperation Agreement – Memorandum of Understanding by and between the Common Council/City Clerk and Community Block Grant Administration.
- 3.) It is the policy of the City that the Contractor shall be compensated on a reimbursable basis. Advances may be authorized at the discretion of the Community Block Grant Administrator Director in such manner and at such times as prescribed by the City Comptroller.



I, Ronald D. Leonhardt, City Clerk, do hereby certify that the foregoing is a true and correct copy of a(n) Resolution passed by the COMMON COUNCIL of the City of Milwaukee, Wisconsin on March 20, 2001.

Ronald D. Leonhardt

Ronald D. Leonhardt
City Clerk

August 17, 2001

Date Certified