

FN 060299

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

THIS AGREEMENT ("Agreement"), is entered into this 30th day of August, 2006 by and between the City of Milwaukee, a municipal corporation organized under the laws of the State of Wisconsin ("City"), and the Milwaukee Economic Development Corporation, a non-profit corporation ("MEDC"), (collectively, "the Parties").

WHEREAS, the National League of Cities ("NLC"), is an organization representing municipal governments throughout the United States, with a mission to strengthen and promote cities as centers of opportunity, leadership, and governance by working in partnership with 49 state municipal leagues and serving as a resource to more than 18,000 cities, villages, and towns; and

WHEREAS, the NLC provides support on critical city issues and enhances the national image of local government, gives local leaders the tools and knowledge to better serve their communities, and offers training and education programs; and

WHEREAS, the NLC's Community and Economic Development Policy and Advocacy Steering Committee, ("Committee"), which deals with housing, community and economic development, land use, recreation and parks, historic preservation, and international competitiveness is meeting in the City on September 7-9, 2006, ("Meeting"); and

WHEREAS, the Common Council of the City has resolved, in Resolution File No. 060299, adopted on July 12, 2006, ("Resolution"), to appropriate \$5,000 to the MEDC for the purpose of contributing towards the expenses incurred in staging the Committee's Meeting; and

WHEREAS, pursuant to the Resolution, said sum is to be appropriated from the 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 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 MEDC's Activities**

A. The MEDC shall assist in organizing the Committee's Meeting to be held on September 7-9, 2005 in the City.

B. The funds provided pursuant to this Agreement will be used for the purpose of contributing to the expenses incurred in staging the Meeting.

C. If the MEDC 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.

D. The MEDC 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.

E. The MEDC 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 MEDC in an amount not to exceed \$5,000 for the purpose of contributing to the expenses incurred in staging the Committee's Meeting.

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

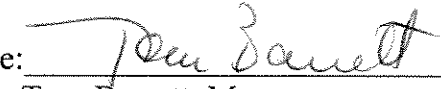
damages to persons or property, in whole or in part, as a result of this Agreement, not arising through their fault, including, but not limited to, liability in contract, in tort, or under federal or state law arising or resulting from the performance or failure to perform under this Agreement, and in addition, for any and all related expenses, including, but not limited to, defense costs and reasonable attorney's fees.


**H. Public Records Law.** The City and MEDC shall comply with the Public Records Law of Wisconsin and the MEDC will assist the City in conforming to the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of funds provided pursuant to 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:  Date: 8/30/06  
Tom Barrett, Mayor

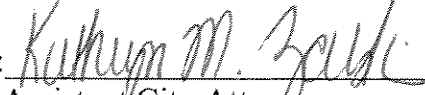
Signature:  Date: 8/15/06  
Ronald Leonhardt, City Clerk

Countersigned  
Signature:  Date: 8-18-06  
**DEPUTY** W. Martin Morics, Comptroller *cm*

**For the Milwaukee Economic Development Corporation:**

Signature:  Date: 8-11-06  
Patrick G. Walsh, President

**Approved as to form and execution:**

Signature:  Date: 8/30/06  
Assistant City Attorney

KMZ:kmz  
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