

**AGREEMENT  
BETWEEN THE CITY OF MILWAUKEE AND  
THE INNER CITY DEVELOPMENT PROJECT, INC.**

THIS AGREEMENT ("Agreement"), is entered into this 2<sup>nd</sup> 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 Inner City Development Project, Inc., a non-profit organization ("ICDP"), (collectively, "the Parties").

WHEREAS, the ICDP was founded in 1969 to increase economic development in the inner city; and

WHEREAS, the ICDP was responsible for the development of the Milwaukee Comprehensive Community Health, Inc., a community based healthcare center, as well as the Inner City Council on Substance Abuse, a substance abuse treatment center; and

WHEREAS, the ICDP is currently retooling its facility located at 2803 North Teutonia Avenue in the City to provide office space, shared conference space, and technical assistance for small start-up businesses participating in the IncuBank Project, an economic development project ("Project"); and

WHEREAS, the Common Council of the City has resolved, in Resolution File No. 060124, adopted on June 20, 2006, ("Resolution"), to appropriate \$10,000 to the ICDP for the purpose of contributing towards the expenses incurred in providing office space, shared conference space, and technical assistance to small start-up businesses, participating in the Project; and

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

**A.** The ICDP shall embark on the Project in the City. The Project is described in Attachment A.

**B.** The funds provided pursuant to this Agreement will be used for the purpose of contributing to the expenses incurred in providing office space, shared conference space, and technical assistance to small start-up businesses participating in the Project.

**C.** If the ICDP expends less than \$10,000 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 ICDP 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 ICDP 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 ICDP in an amount not to exceed \$10,000 for the purpose of contributing to the expenses incurred in providing office space, shared conference space, and technical assistance to small start-up businesses participating in the Project.

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

**Inner City Development Project, Inc**

2803 N. Teutonia Avenue  
Milwaukee, WI 53206

PH: 414 803 6515

**Inner City Development Project Incubator Project  
Executive Summary****History**

Inner City Development Project (ICDP) is a private non-profit organization founded in 1969. It maintains a 501c(3) federal non-profit designation. As a community based organization we have a long history of community involvement and community development. ICDP was responsible for the development of a community based healthcare center (Milwaukee Comprehensive Community Health, Inc.), an AODA treatment center (Inner City Council on Substance Abuse), various conferences and job fairs, and at least three economic development ventures. Our long tradition of community involvement speaks for itself.

**IncuBank Project**

Today, in response to the continued need for economic development in our community ICDP has embarked on a project to retool its facility to provide an environment for small start up businesses (IncuBank Project). We have committed 3500 sq feet of space to this endeavor.

The startup projects are:

ICDP Day Treatment Services  
Coffee Makes You Black Coffee Shoppe  
Anything Construction Company  
Senior Prescription Program  
Martial Science Temple  
Real Estate Investment Corp

IncuBank provides office space, shared conference space, and technical assistance for the participating startup businesses. All office space provides networked internet access, a shared conference area and any computer related technical assistance that the participating businesses would need. Additionally, we have contacted various business professionals to assist with specific areas of technical support.

The areas of support we provide is in:

Accounting  
Marketing  
Legal  
Information Technology.

We offer an ongoing program of technical seminars for support. Various presenters will be available to provide individual assistance to our participants.

### ICDP – Thurman Enterprises Joint Venture

ICDP in partnership with Thurman Enterprises has embarked on an economic partnership. "Coffee Makes You Black" Coffee Shoppe is a joint venture between ICDP and Thurman Enterprises. We invested in improvements to develop the shop and purchased equipment. The shop will provide a meeting place for community residents and a venue for sharing ideas for community improvement. It is also an extremely viable profit center. The coffee shop anchors the IncuBank project.

### Job Creation

The following is a breakdown of the projected job creation of the various IncuBank businesses.

Business	Starting Job Creation	Final Job creation
Coffee Shop	4	12
Construction Corp	6	20
ICDP Day Treatment	3	6
Martial Science	1	3
Real Investment Corp	2	2
<b>Total</b>	<b>16</b>	<b>43</b>

We project the creation of a minimum of 43 jobs over three years.

### Renovation Budget

Incubator Project Cost  
Building Retrofitting and Rennovating

Building Renovation	Amount Disbursed	Amount Accrued
Flooring	\$14,200.00	
Electrical	\$3,500.00	
HVAC	\$18,000.00	
Plumbing	\$3,500.00	
Carpentry	\$8,350.00	
Roofing	\$7,000.00	\$18,000.00
Sub Total	\$54,550.00	
<b>Furnature and Fixtures</b>		
Equipment	\$42,000.00	
Furniture	\$18,000.00	
Sub Total	\$60,000.00	
<b>Grand Total</b>	<b>\$114,550.00</b>	<b>\$18,000.00</b>