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MEMORANDUM OF UNDERSTANDING
BETWEEN
City of Milwaukee
AND
Bicycle Federation of Wisconsin

January ____, 2019
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This MEMORANDUM OF UNDERSTANDING (“Agreement”) is hereby made and entered into by and between the City of Milwaukee, acting through its Department of Public Works (collectively referred to as “DPW” herein) and the Bicycle Federation of Wisconsin (“BFW”), whose names, addresses and principal officers appear below.

A. **PURPOSE.** The purpose of this Agreement is to allow BFW to compensate the DPW for services rendered.

B. DPW shall:

1. **SERVICES.** Provide services associated with the “Safe and Healthy Streets” project in support of the Medical College of Wisconsin’s Healthier Wisconsin Partnership Program Grant as outlined in the Policy, System, or Environmental Change (PSE) Performance Monitoring Plan (the “Services”).

2. **INVOICES.** Submit invoices on a regular basis, as defined as no more than monthly, but at least quarterly, to BFW for work associated with the “Safe and Healthy Streets” project. Submit invoices to Jessica Wineberg, Bicycle Federation of Wisconsin, 3618 W. Pierce Street, Milwaukee, WI 53215. Invoices can also be emailed to jessica@wisconsinbikefed.org. Invoices shall include individual names, dates and hours expended, and rate for salaries, wages, and fringe benefits for personnel time incurred by DPW for the Services rendered hereunder. Invoices shall also include reimbursable items including equipment, program supplies and services, meeting expenses, and other costs incurred by DPW and shall be itemized with receipts attached to the invoice. Mileage shall be invoiced at the current federal rate for personal vehicles or at the City’s established rate for fleet vehicles, as applicable and attached to the invoices. The total calculated costs invoiced for all of the above shall constitute the fees owed by BFW to DPW (“Fees”). In the event that no Fees are incurred during a quarter during the term of the Agreement, DPW shall not submit an invoice.

C. BFW shall:

1. **PAYMENT.** Provide payment of Fees to DPW for properly submitted invoices evidencing the Fees. Payment terms are net 30 calendar days against properly submitted invoices.

2. **PUBLIC RECORDS.** Both parties understand that DPW is bound by the Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. §§ 19.21-.39. BFW acknowledges that it is obligated to assist DPW in retaining and producing records that are subject to the Public Records Law, that the failure to do so shall constitute a material breach of this Agreement, and that BFW must defend and hold harmless DPW from liability under that law. Except as otherwise authorized, these records shall be maintained for a period of

seven (7) years after completion of, termination of, or final payment under this Agreement, whichever is later.

3. INDEMNIFICATION AND DEFENSE OF SUITS. In case any action in court or proceeding before an administrative agency is brought against DPW or any of its officers, agents, or employees for the failure or neglect of BFW in whole or in part to perform any of the covenants, acts, matters or things by this Agreement undertaken, or for injury or damage caused by the alleged negligence of BFW, its officers, agents or employees, BFW shall indemnify and save harmless DPW and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. At DPW’s sole option, DPW may tender the defense of any claim or action at law or in equity to BFW or BFW’s insurer, and upon such tender it shall be the duty of BFW and BFW’s insurer to defend such claim or action without cost or expense to DPW or its officers, agents, or employees. BFW shall be solely responsible for its conduct under the terms and conditions of this Agreement and for the results therefrom.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties by the issuance of a written modification signed and dated by authorized officials that evidences itself as an amendment hereto, , prior to any changes being effective.

2. TERMINATION. Any party, upon thirty (30) days written notice, may terminate the Agreement in whole, or in part, at any time before the date of expiration. In the event of termination by either party, DPW shall submit a final invoice within thirty (30) days after the termination date. BFW shall remit payment of the final invoice within thirty (30) days of date of invoice.

3. NOTICE. Any notice required under this Agreement shall be sent to the following points of contact unless otherwise indicated herein:

Bicycle Federation of Wisconsin

3618 W. Pierce Street
Street

Milwaukee, WI 53215
City, State, Zip

Principal:

David Schlabowske, Executive Director
Print

Phone: 414-431-1798
Email: dave.schlabowske@wisconsinbikefed.org

City of Milwaukee

841 N. Broadway, Rm 501
Street

Milwaukee, WI 53202
City, State, Zip

Principal:

Jeffrey S. Polenske,
Commissioner of Public Works
Print

Phone: (414) 286-3301

Email: dpwmilw@milwaukee.gov

4. COMMENCEMENT/EXPIRATION DATE. This Agreement is executed as of the date indicated above and is effective through 12/31/2021 at which time it will expire unless extended upon mutual agreement of both parties.

5. LIABILITIES. It is understood that neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other or its officers, employees, agents and students (if applicable), howsoever caused, to the extent allowed by the law.

6. TOTAL FEES. The total amount of Fees paid by BFW to DPW under this Agreement shall not exceed \$12,500.00 in a calendar year.

7. FORCE MAJEURE. Notwithstanding any other provision in this Agreement, neither party shall be liable or held responsible for any failure to perform or delays in performing its obligations under this Agreement which result from circumstances or causes beyond the party's reasonable control, including, without limitation, acts or omissions of the other party or third parties, fire or casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

8. JURISDICTION, VENUE, CHOICE OF LAW. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and Contractor consents to the jurisdiction of such courts.

E. CONFLICT OF INTEREST

1. Interest in Agreement. No officer, employee or agent of DPW 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.

2. 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. Interest of BFW and Employees. BFW covenants that no person described in Section E who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. BFW further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. BFW further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of BFW or its employees must be disclosed to DPW. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

F. DISCRIMINATION PROHIBITED

1. In all hiring or employment made possible by or resulting from this Agreement there (1) will not be any discrimination against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, or familial status, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status. 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 sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, or familial status.

2. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, or familial status, 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 Agreement.

3. BFW 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. BFW agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.

G. FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION. DPW reserves the right to immediately cancel this Agreement without advanced notice to BFW if BFW is presently or becomes during the term of this Agreement identified on the list of parties excluded from federal procurement and non-procurement contracts.

H. REPORTS. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Agreement shall be the exclusive property of DPW, which shall have the right to use same for any purpose without any further compensation to BFW other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by BFW under this Agreement are confidential and BFW agrees that it will not, without prior written approval by DPW, submit or make same available to any individual, agency, public body or organization other than DPW, except as may be otherwise herein provided or as may be required by law or legal process.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last written date below.

FOR: **Bicycle Federation of Wisconsin**

_____ Date: _____
David Schlabowske, Executive Director

For: **City of Milwaukee**

_____ Date: _____
Martin Matson, Comptroller

_____ Date: _____
Jeff Polenske, Commissioner of Public Works

Approved as to form and execution:

Office of the City Attorney

Date