

**AGREEMENT
REGARDING A MUTUAL COOPERATION BETWEEN
THE CITY OF MILWAUKEE, WISCONSIN AND
FUSE CORPS, A CALIFORNIA NONPROFIT CORPORATION**

This Agreement (“Agreement”) is made by and between FUSE Corps, a California nonprofit corporation (“FUSE”) and the City of Milwaukee, Wisconsin (the “City”) (FUSE and the City are sometimes referred to herein collectively as the “Parties” and individually as a “Party”).

WHEREAS, FUSE is a nonprofit organization that operates an executive-level fellowship program with a mission to enable local government to more effectively address the most pressing challenges facing urban communities; and

WHEREAS, FUSE recruits, supports, and places individuals (the “Fellows” and each, a “Fellow”) enrolled in the FUSE Executive Fellowship program (the “Program”) for twelve-month fellowships working cooperatively with nonprofits and local government agencies; and

WHEREAS, in connection with the Program, the City may, at its discretion, work cooperatively with Fellows during the term of this Agreement to participate in opportunities to serve the community; and

WHEREAS, FUSE will employ the Fellows and maintain responsibility for the Fellows’ actions and liabilities; and

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the Parties hereto hereby agree as follows:

1. Purpose. The purpose of this Agreement is to document a framework of cooperation for the Parties to work on the specific projects described in Attachment 1 (the “Project”). The Parties agree that it is to their mutual benefit and interest to work cooperatively to effectuate the Project.

2. Term and Effective Date. The Term of this Agreement shall commence upon full execution of this Agreement, and expire on April 24, 2023, unless earlier terminated by the Parties in accordance with the terms of this Agreement or unless extended through an amendment (the “Term”).

3. Placement. Upon completion and execution of this Agreement, the City will cooperate with Fellows who the staff of FUSE shall recruit, select, retain, and place to work on the specific Projects described in Attachment 1.

4. Program Costs. (a) The total cost of the program is \$360,000, to be split between FUSE and the City of Milwaukee as detailed in 5(b). The City supporters of the specific FUSE projects are detailed in Attachment 1.

(b) FUSE will invoice departments separately by 5/1/2022. Project costs and payment dates are as follows:

- \$335,000 is covered by FUSE and its philanthropic partners for the placement of two Fellows in the City of Milwaukee.
- \$12,500 is to be paid by the City of Milwaukee, Environmental

Collaboration Office by 7/1/2022.

- \$12,500 paid is to be paid by the City of Milwaukee, Office of Equity and Inclusion by 7/1/2022.

5. **Fellow's Salary.** FUSE shall provide for compensation to be paid to each Fellow for services rendered in service to this Agreement. The City shall not be required to pay any additional compensation to the Fellow

6. FUSE and its Fellows and employees shall follow all applicable COVID-19 mitigation policies imposed by the City of Milwaukee on its employees. This includes full vaccination before beginning work, maintaining the ability to work remotely in case of exposure or need to quarantine, and the timely notification of the department in the event of COVID-19 infection or exposure to ensure the safety of Fellow and City of Milwaukee employees. The full COVID-19 policy can be found on the Department of Employee Relations website.

7. **Ability to Work Remotely.** FUSE shall require the assigned fellow to procure and maintain access to internet and other technology necessary, other than a computer, to effectively work remotely if necessary.

8. **Early Termination.** Either Party may elect to terminate this Agreement for any reason and at any time.

9. **Project Extensions.** The Parties may mutually agree to continue the Projects beyond the initial 12-month term of the Projects under the terms of this Agreement upon execution of an amendment.

10. **Cooperation by the City.** The City intends to assist and cooperate with FUSE and the Fellows in the performance of services in accordance with this Agreement and Attachment 1. To the extent allowed by law, the City, will provide physical or technical resources, including a computer and dedicated workspace, as the City determines are necessary in support the Fellow's work. In a virtual or hybrid work setting, the City will provide the Fellow with the appropriate technology (e.g. computer).

11. **No Employment Relationship with Fellow or FUSE.** (a) The Executive Fellow will be an employee retained by FUSE and will not be deemed to be an employee, independent contractor, consultant, agent, loaned executive or loaned employee of the City. The Fellow will have no authority to supervise, control or direct the work of any City employee and will not perform the functions of a City employee. The Fellow is expected to provide expertise not otherwise required of or possessed by City employees. The Fellow will not occupy any supervisory or confidential position, or one designed to affect the City's public policy. During the term of the Project, the Fellow shall not to engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with the City.

(b) At all times relevant to this Agreement, the Parties, and any affiliates thereof, shall remain contractors independent of one another, and neither Party (including representatives and sponsors of that Party or the Fellows) shall be deemed an employee, joint venture, or partner of the other. Neither Party has the authority to bind the other, and no employee, agent, sponsor, nor other representative of either Party shall at any time be deemed to be under the joint control or authority of the other Party, or under the joint control of both Parties. Neither Party shall have the right to control the other Party; however, FUSE and the City mutually agree as to the objectives set forth in this Agreement and Attachment 1.

(c) FUSE and the Fellow shall not be entitled to, and shall not seek any benefits made available to the City's employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements from time to time), vacation, sick leave, disability insurance, group term life insurance, workers' compensation, participation in any retirement plan for the City's employees, a salary reduction plan for certain child care and medical care costs, tuition reimbursement, or other training programs.

12. Indemnity. FUSE shall indemnify, protect and hold harmless City and its officials, employees and agents (the "Indemnified Parties") up to a maximum amount of \$180,000, from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) FUSE's or FUSE's Fellow's breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by FUSE, its officers, employees or agents in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim"), including all fellows placed with the City. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, FUSE Corps' costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties. The provisions of this Section shall survive the expiration or termination of this Agreement. Irrespective of any other term of this Agreement, City shall not be liable for: (1) any acts or omissions of its employees or agents acting outside the scope of their employment or agency pursuant to Wis. Stat. §§ 895.46(a) and 893.80, (2) nor shall City be liable for any claim, demand, action, proceeding, judgment, damage, liability, loss, cost, or expense for which City is immune pursuant to statutory or common law defenses or immunities.

13. Public Records Law. Contractor understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. 19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third party, the records of FUSE that are "produced or collected" by FUSE under this Agreement ("Records"). FUSE is further directed to Wis. Stat. §19.21, et. seq, for the statutory definition of Records subject to disclosure under this paragraph, and FUSE acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, FUSE is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third party in response to a public records request. FUSE's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and FUSE must defend and hold City harmless from liability due such breach.

14. Protected Health Information. Fellows shall not be placed in any position that would allow the Fellow to come into contact with "protected health information" as defined by 45 CFR § 160.103 and Wis. Stat. §146.816; "registration records" or "treatment records" as defined in Wis. Stats. § 51.30; or "patient health care records" as defined in Wis. Stats. § 146.81.

15. Reports and Information. FUSE shall furnish the City with such statements, records, reports, data, and information as City may reasonably request pertaining to matters covered by the Agreement.

16. Nondiscrimination. It is City's policy not to discriminate against any qualified

employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, 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, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"), pursuant to Milwaukee Code of Ordinances ("MCO") Section 109-9. Contractors, in this case FUSE and Employ, and their subcontractors employing any resident of City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of City of Milwaukee.

17. **Living Wage.** FUSE agrees to pay all persons employed by FUSE in the performance of this Agreement, whether on a full-time or part-time basis, a base wage of not less than a living wage as defined by Section 310-13 of the Milwaukee Code of Ordinances.

18. **Insurance.** FUSE agrees to keep in full force an effect, for the term of this Agreement, the insurance described in the certificate(s) of insurance attached hereto as Attachment B.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

FUSE CORPS
By: J Weinberg
Name: James Weinberg

Title: Chief Executive Officer
Date: 3/30/2022

CITY OF Milwaukee, Wisconsin
By: Sharon Robinson
Name: Sharon Robinson

Title: Director of Administration
Date: 3/25/2022

Approved as to form and execution:

Nick Linn

Office of the City Attorney Date 3/28/2022

Attachment 1

Fellowship Project Description:

"Developing and Implementing a Community-Centered Climate and Equity Plan" Environmental Collaboration Office (ECO) - City of Milwaukee, WI

PROJECT CONTEXT

As the planet continues to warm, Milwaukee, like many American cities, faces the increasingly catastrophic effects of climate change. Currently, nearly 20,000 properties in the county are at risk of flooding, with that risk increasing each year; by 2050, experts predict Milwaukee will see three times as many heatwaves; and the percent of Milwaukeeans experiencing hunger and food insecurity is predicted to worsen from its current rate of 15% sharply. Milwaukeeans will encounter increases in rainfall, decreases in food security, the degeneration of biodiversity and tree cover, and poor air quality brought on by dangerous heat and extended pollen seasons. Beyond changes in the weather, there will be countless social impacts such as economic volatility.

Milwaukee also has pronounced racial disparities that are exacerbated by this climate crisis. Low-income communities face environmental hazards at a higher rate, and racism impacts their regional economic and education opportunities, health, and housing. Confronted with the climate emergency and persistent economic disparities, Milwaukee recognizes an opportunity to simultaneously address both of these pressing issues that continue to plague the region.

In 2019, the City and County of Milwaukee created the City-County Task Force on Climate and Economic Equity. The Task Force has been charged with reducing community-wide net greenhouse gas emissions by at least 45% by the year 2030, achieving net-zero greenhouse gas emissions by 2050 or sooner, and reducing racial and income inequality by assuring that greenhouse gas reduction investments and policies will create the maximum number of permanent living wage green jobs for people who live in Milwaukee neighborhoods with limited economic opportunity. In March 2020, the Task Force released a [preliminary climate action plan](#). Throughout 2021, [community working groups](#) further outlined 'ten big ideas.' These identified solutions address a cascade of challenges brought on by climate change and racial inequities. In addition to stakeholder working groups, the Task Force conducted limited outreach to the broader public in the summer of 2021. The Task Force is now looking to push the work forward, accelerating the integration of this gathered input into the draft plan in hopes of forming a final plan by the summer of 2022.

With this context in mind, the City of Milwaukee will partner with FUSE Corps and an additional hired consulting firm to draft a comprehensive Climate and Equity Plan, supporting its adoption through City's Common Council and County Board. The FUSE Executive Fellow will conduct deeper community engagement, ensuring residents from each neighborhood are effectively engaged in a second review process and implementation of the plan through emerging federal grant programs. The Executive Fellow will utilize these conversations to create a plan that ignites interest from the community in combatting climate change, presenting compelling stories for how the recommended policies and programs will benefit each unique neighborhood in the city. Once Council adopts the plan, the Executive Fellow will begin implementing priority recommendations, such as developing a green jobs accelerator or resilience ambassador program. This work will ensure that the city can deliver on its ambitious climate and equity goals, building a resilient Milwaukee for generations to come.

PROJECT SUMMARY & POTENTIAL DELIVERABLES

The following provides a general overview of the proposed Executive Fellowship project. This summary and the potential deliverables will be collaboratively revisited by the host agency, the Executive Fellow, and FUSE staff during the first few months of the Executive Fellowship, after which a revised scope of

work will be developed and agreed upon by the FUSE Executive Fellow and the host agency.

Starting April 2022, it is proposed that the FUSE Executive Fellow will support ECO in conducting a second community review of the Climate Action and Equity Plan. The Executive Fellow will quickly build deep relationships with a wide range of critical stakeholders, including staff across city departments, the City-County Task Force on Climate and Economic Equity, environmental groups and advocates, neighborhood and community-based organizations (CBOs), and community members. The Executive Fellow will review the community engagement efforts conducted during the first assessment and analyze existing community feedback on the first draft of the Climate Action and Equity Plan.

The Executive Fellow will extrapolate best practices from the previous engagement and launch a strategy to ensure residents from each neighborhood are engaged in this second review and implementation of the plan. This may include breaking down barriers to engagement, such as implementing processes to diversify the volunteers conducting outreach and tweaking ECO's use of social media to broaden its viewership. The Executive Fellow will focus on neighborhood-by-neighborhood engagement, building off of ECO's [Eco-Neighborhoods program](#). This will include collating community priorities within the proposed strategies and outlining how each neighborhood will benefit from the recommended policy actions and proposed programs. The Executive Fellow must know how to facilitate effective and collaborative conversations with community members to build buy-in and refine the recommendations.

Next, the Executive Fellow will support ECO and its consultants in drafting an official Climate and Equity Plan. This plan should be formulated in content and style to connect with the community and center equity. The Executive Fellow will develop these case studies to enhance residents' understanding of the climate issues impacting their specific neighborhoods and how investment by the city in these issues will benefit not only their physical environment but also their health and economic welfare. The Executive Fellow should outline each resident's, CBO's, or environmental group's role in the plan's implementation, building a sense of on-the-ground ownership over the plan. The Executive Fellow will support ECO in facilitating the passage of this plan by the City's Common Council by fall 2022.

The Executive Fellow will assist the City's Environmental Sustainability Director in implementing the plan with community partners. This will include prioritizing projects based on community need and available funding opportunities and, phasing these opportunities over time to ensure the most significant community benefit. The plan will also outline the precise roles of internal and external stakeholders. The Executive Fellow will initiate the most urgent activities or those that can be implemented quickly. This may include designing and launching a Resilience Ambassador program, recruiting groups of residents to conduct on-the-ground education for neighborhoods on climate issues and what they can do to combat these issues; helping coordinate ECO's net zero energy housing strategy; or building a robust green jobs initiative, getting young residents excited about trades in the green energy space and connecting them with opportunities for training.

By April 2023, the Executive Fellow will have supported the initial adoption and implementation of the Climate Action and Equity Plan, making sure it is as efficient, equitable, and effective as possible. This will include the following:

- *Conduct a thorough review of the current landscape* – Conduct a landscape analysis, collect and analyze existing data and community feedback; review the community engagement efforts, detailing lessons learned and best practices
- *Participate in deep community engagement* – Utilize equity-centered strategies to break down barriers to engagement, connect with residents, community-based organizations, and environmental groups in key neighborhoods to understand community priorities within the proposed strategies;

develop neighborhood-by-neighborhood summaries that relate community desires to the recommended programs and policies; bring forward the community-voice to articulate the policies that will have the most community impact

- *Develop an official Climate and Equity Plan* – Build-out compelling neighborhood-specific narratives and easily digestible data visualizations that connect with the community; catalyze buy-in from residents and additional stakeholders, forming a coalition of stakeholders in support of the plan; support the ECO team in safeguarding the plan's adoption by City Council
- *Develop a framework for implementation and roll-out recommendations* – Working with the Environmental Sustainability Director, establish framework outlining the precise roles of internal and external stakeholders, facilitating a sense of on-the-ground ownership for residents over implementation; develop a prioritization structure for the adopted recommendations; oversee implementation of strategies considered low-hanging fruit; work with leadership across Departments to manage the initiative; measure and broadly share progress towards goals, and integrate accountability mechanisms for long-term deployment of the framework

Fellow Support provided by the Placement:

The City and its staff will facilitate introductions and meetings with key staff within the City as well as the community as appropriate to support the goals of the project.

Executive Sponsor: The Executive Sponsor is a high-ranking member of the agency's management team. They are the visible champion of the project within the agency and is the ultimate decision maker, with final approval on all phases, deliverables and scope changes. The Executive Sponsor will help ensure that this project achieves its full potential for impact. The designated Executive Sponsor for this project is Sharon Robinson, Director, Department of Administration.

Project Supervisor: The Project Supervisor is the day-to-day driver of the project and will work directly with the fellow to oversee progress toward goals. They will introduce the fellow to key stakeholders, identify conflicts and help remove obstacles that may occur during project work. The designated Project Supervisor for this project is Erick Shambarger, Environmental Sustainability Director, Environmental Collaboration Office.

Attachment 1 (Contd.)

Fellowship Project Description:

“Strengthening Community Engagement and Data Management for Equitable Implementation” Office of Equity and Inclusion – City of Milwaukee, WI

PROJECT CONTEXT

The City of Milwaukee is fully committed to implementing strategies, policies, and practices designed to advance and achieve racial equity and inclusion in education, housing, workforce development, public safety, violence prevention, and the delivery of quality and timely government services. The Office of Equity and Inclusion (OEI) was started in 2021 to coordinate the implementation of these strategies for equity amongst the various city offices and services.

The City of Milwaukee has allocated significant funding under the American Rescue Plan Act of 2021 (ARPA) to address issues of equity in the city and build resilience to future challenges. Major investments will be made in housing, infrastructure, and public health to support those goals. The OEI has committed to community engagement and accountability around ARPA programming, and began to unpack what that entails in terms of process and scale with the help of fellows from the National League of Cities. Authentic engagement requires going far beyond simply informing communities of the city’s plan, to including communities in a manner that would empower them to meaningfully feed in to the plan. Some city departments are already thinking about community engagement and equity in ways that are compatible with this level of engagement. Many do not yet have the internal resources to go through this process and define how their work will be equity-centered or have demonstrable equity impacts.

Equitable community engagement and project implementation also requires disaggregated data collection, management and reporting in order to measure the impact programs have had and assess future implementation based on evidence. With many city departments utilizing different methods and platforms for data management that are not necessarily compatible, and with differing levels of comfort with data management, there is a need to harmonize metrics for reporting, systems for collection and access across teams.

In order to support improved equity outcomes as an equity focused city system, OEI will partner with FUSE Corps to host an executive fellow for one year to develop, test, and implement systems and processes that allow Milwaukee to use evidence and data as part of a two-way community engagement strategy. This strategy will include specific recommendations for how OEI can ensure progress towards the City’s stated commitments and goals for racial and economic equity.

PROJECT SUMMARY & POTENTIAL DELIVERABLES

The following provides a general overview of the proposed fellowship project. This project summary and the potential deliverables that follow will be collaboratively revisited by the host agency, the fellow, and FUSE staff during the first few months of the fellowship, after which a revised scope of work will be developed and agreed upon by the FUSE Fellow and the host agency.

Starting in April 2022, the FUSE Executive Fellow will work to quickly connect with a wide range of critical stakeholders, including staff in the OEI and across city departments, as well as local community-based organizations to understand current approaches to community engagement and data management. The fellow will spearhead mapping existing approaches, highlighting where these approaches complement each other, and where approaches may be incompatible. The fellow will also research best practices being employed in other municipalities throughout the nation to identify innovative solutions for community engagement and data-driven programming that could be implemented in Milwaukee.

The fellow will utilize this landscape analysis and will work with appropriate OEI staff to develop a community engagement and data management strategy that will guide the City now and in the future. This strategy should help the City to embed racial equity principles and equity outcomes in city programs, and create authentic and productive two-way community engagement. The strategy will include recommendations on how to increase overall engagement with Black and brown residents and organizations, and those with various language access needs. The fellow will make the case for the critical nature of this work, in order to create the mechanisms for its continued implementation. The fellow will then begin the implementation of these recommendations. Ultimately, this community engagement and data management strategy will help OEI empower the City of Milwaukee to set, share, and meet the City's racial equity goals and commitments.

- *Assess the current landscape and review best practices:* Gain an in-depth understanding of existing, planned, and future efforts of City offices and community partners to identify best practices for community engagement and data management. Highlight current approaches used, opportunities for improvement, forecasted gaps, and metrics for success in order to gain a thorough understanding of initiatives to improve equitable impact of City programs. Research the approaches in City agencies, as well as municipalities from across the country to identify model approaches and tools.
- *Identify opportunities to align with and supplement existing initiatives:* Identify opportunities to improve community engagement and data management by tapping into or expanding existing change management initiatives. Highlight challenges and barriers to increasing collaboration between key stakeholders, and ways in which OEI can work to overcome those challenges. Identify how best to align community partnerships with the overall Milwaukee vision for equity and inclusion.
- *Engage internal and external stakeholders to establish deep relationships and design recommendations:* Demonstrate cross-cultural agility and successfully engage with all relevant stakeholders. Establish relationships with other agencies, community-based organizations and other key customer groups to design community engagement and data management approaches that maximize efficiency and improve service delivery across City programs.
- *Map process improvements with strategies and timelines for implementation:* Create a sustainable strategy for developing and improving processes. Strategy should include carefully sequenced phases designed to build momentum and ensure smooth transitions for all key stakeholders. Include prioritized initiatives, deliverables, timelines, budgets, staffing needs, and change management approaches.
- *Support long-term implementation and ensure initiative sustainability:* Develop a robust implementation plan that leads to initial programming being in place by the end of the first year – include goals and systems for monitoring and reporting out on progress.

Fellow Support provided by the Placement:

The City and its staff will facilitate introductions and meetings with key staff within the City as well as the community as appropriate to support the goals of the project.

Executive Sponsor: The Executive Sponsor is a high-ranking member of the agency's management team. They are the visible champion of the project within the agency and is the ultimate decision maker, with final approval on all phases, deliverables and scope changes. The Executive Sponsor will help ensure that this project achieves its full potential for impact. The designated Executive Sponsor for this project is Sharon Robinson, Director, Department of Administration.

Project Supervisor: The Project Supervisor is the day-to-day driver of the project and will work directly with the fellow to oversee progress toward goals. They will introduce the

follow to key stakeholders, identify conflicts and help remove obstacles that may occur during project work. The designated Project Supervisor for this project is Nikki Purvis, Chief Equity Officer, Office of Equity and Inclusion, City of Milwaukee.