

## **NONBINDING MEMORANDUM OF UNDERSTANDING**

**THIS NONBINDING MEMORANDUM OF UNDERSTANDING** (this “MOU”) is entered into this \_\_\_\_ day of September, 2017 by City of Milwaukee, through its City Clerk’s Office (“City”), and the Yolobe, Inc., a Delaware corporation (“Yolobe”).

### **I. Background.**

Click2Work is a Milwaukee E-notify subscription conceptualized in March 2017 by the Chairperson of Personnel and Finance Committee Alderwoman Milele Coggs with support from Council Members Ashanti Hamilton, Russell Stamper II, Khalif J. Rainey, Chantia Lewis and Cavalier Johnson. The City and Yolobe are considering collaborating with each other to enhance Click2Work’s brand and subscription service by building a social media platform synonymous with Yolobe’s cell phone and lap-top accessibility. It is the understanding of both parties that the City wishes to identify and focus on the strongest social medial channels and make them living parts of the City’s website for workforce development information targeted at the City’s low income millennials ages 17 to 37 years old.

Yolobe is a technology company based in Chicago with a mission to dramatically improve the lives of teenagers and young adults everywhere by seamlessly connecting them to opportunity. Yolobe software makes it easy for organizations working with teenagers and young adults to connect and communicate with them. Through the Yolobe app, users connect to trusted networks such as schools, governmental entities, youth organizations, workforce agencies, and community and faith based organizations and receive an Instagram-like feed of opportunities like jobs, internships, training, professional connections and much more. As users engage with the networks of support on Yolobe they enhance their overall workforce readiness.

### **II. Purpose.**

This MOU creates a framework of roles and responsibilities to guide the City and Yolobe as they explore a possible new “Click2Work” social media platform and brand powered by Yolobe, designed to link the City’s low income young adult residents to job opportunities..

### **III. Nonbinding Nature of this Memorandum of Understanding.**

This is not a contract. This MOU is not intended to create any legally binding obligations on either party but, rather, is intended to facilitate discussions regarding how a Click2Work social media platform might be benefitted by a partnership between the City and Yolobe, and to facilitate discussion of the terms of a future, binding agreement that will precede any exchange of personally identifiable information, and the acceptance of any legal risk or contractually binding obligation by either party. Neither party agrees to waive any legal rights of recovery or legal claims against the other.

#### **IV. High Level Objectives.**

The City and Yolobe envision Click2Work as a state of the art professional social media software platform synonymous with job placement and training that is easily accessible to Milwaukee residents and providers on mobile phones and on the web. The platform will help accomplish the following:

- Build a larger and more reliable pipeline of talent to fill the current and future employment needs of the City's employers and opportunity providers in the leading sectors of healthcare, financial and IT services, manufacturing, construction, hospitality and retail.
- Reduce the skills gap for these sector based opportunities within the City's millennial population (aged 17 to 37 years) by providing targeted education and training.
- Increase the number of jobs and opportunities available to and secured by our target population of youth and young adults
- Improve communication between all stakeholders involved in connecting Milwaukee youth to opportunity.

The new platform will be branded as Click2Work and will be available throughout Milwaukee. The rollout will be done in waves each including an increasing number of organizations, stakeholders, participants, processes, features and functionality. Rolling out in waves will allow the City and Yolobe to adopt a more iterative approach to helping the Parties meet their goals.

Platform users are anticipated to include but are not limited to the following: workforce agencies, youth and young adult focused organizations, youth and young adult focused program initiatives, education and training providers, employers, community based organizations, high schools and community colleges, local professionals, and other resource providers.

The City and Yolobe anticipate establishing a governance structure for the program and rollout. This structure, meeting cadence, reporting requirements, and more will be part of the plan the City and Yolobe develop under this MOU and, if appropriate, may be incorporated into an eventual binding agreement between the City and Yolobe.

#### **V. Anticipated Joint Tasks.**

- Bernadette Karanja, of the City Clerk's office, and David Douglas and Jason Lambert of the Yolobe team will Skype or teleconference for weekly updates. Notes of each meeting will be kept accessible to both parties at an agreed-upon location.
- The City and Yolobe will develop a plan to resolve disputes in a timely manner.

- The City and Yolobe shall create and jointly agree to a set of criteria by which the City and Yolobe agree to judge the success of the Platform.
- The City and Yolobe shall identify in scope use cases for Platform initiative.
- The City and Yolobe shall develop the implementation plan that will consist of the Platform solution, implementation timeline, processes needed redesign, objectives and measurement criteria, governance, scope, roles and responsibilities, and costs. Costs may include, but may not be limited to, technology (SaaS fees and training), personnel, change management, marketing, etc.

#### **VI. Anticipated City of Milwaukee Tasks.**

- Assign a single point of contact to manage the relationship and overall program effort.
- Identify and secure Influential Champions to support the Parties' efforts to roll out the Platform.
- Convene Corporations and Chief Business Officers in 2017 for a Yolobe/Click2Work presentation.
- Provide samples opportunities and events as appropriate to use in demo.
- Provide iterative and constructive feedback to the joint Yolobe/City team.
- Identify and help to obtain the participation of Wave 1 participating organizations (e.g. employers, workforce agencies and other program service and opportunity providers to use the Platform and new processes).
- As applicable helping Yolobe prioritize Platform related software needs/changes to maximize the value of the demo (e.g. reporting and security needs).

#### **VII. Anticipated Yolobe Tasks.**

- Prepare the technical implementation of the Click2Work Social Media Platform targeting the September meeting.

Conduct a half-day session with key Wave 1 participants to discuss the plan, agree on key objectives, prioritize the use cases, and generally to ensure a successful Wave 1 launch.

- Monthly trips to Milwaukee based on mutual availability for the primary purpose of conducting consulting services related to ensuring Platform conforms to Milwaukee’s needs for Wave 1.
- Provide a Program/Project lead as point of contact for Yolobe who will maintain consistent communications with Yolobe personnel on status/issues/needs

**VIII. Confidential/Proprietary Information.**

Yolobe and the City understand that this agreement is not enforceable and does not protect the confidentiality of either party’s records. Neither the City, nor Yolobe, will exchange any personally identifiable information, or any other information that the party considers confidential, or which is protected from disclosure by law.

**IX. Nondiscrimination.**

It is the understanding of Yolobe and the City that no exhibits, images, pictures, scripts and content depicted in the social media plan and demo shall be subject to discrimination because of age, race, religion, color, sex, national origin, sexual orientation, handicap, physical condition, criminal record, or other developmental disability. If the parties agree to execute a future agreement, such agreement will incorporate the City’s nondiscrimination policy required by MCO 109-45.

**X. Financial Obligation.**

The City does not commit to incur any financial obligation, or commit the expenditure of City funds, or otherwise alienate any City property by this MOU.

David Douglas

(CEO/Name)

Yolobe Inc.

09/08/2017

Date

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Milwaukee City Clerk’s Office

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Date