



Department of City Development
City Plan Commission
Redevelopment Authority of the City of Milwaukee
Neighborhood Improvement Development Corporation

Rocky Marcoux
Commissioner
rmarco@milwaukee.gov

Martha L. Brown
Deputy Commissioner
mbrown@milwaukee.gov

January 17, 2020

Mr. James R. Owczarski
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Owczarski:

Enclosed is a fully executed copy of the COP House Grant Agreement between the Journey House and the City of Milwaukee.

This agreement was executed pursuant to Common Council Resolution File No. 191174.

Sincerely,

Scott A. Stange
Procurement and Compliance Manager
Department of City Development

Enclosure



**COP HOUSE
GRANT AGREEMENT**

 **COPY**

THIS GRANT AGREEMENT is made and entered into as of the 16th day of December, 2019 by and between the City of Milwaukee, a Wisconsin municipal corporation (“City”) and Journey House (“Grantee”).

RECITALS

Whereas, The 2019 City budget provided \$375,000 in capital funding to the Department of City Development (“DCD”) for the COP House program; and

Whereas, The concept of the COP House is to renovate a City-owned foreclosed property in each of four Promise Zone neighborhoods, with the intention that the renovated space will be used as a “city hub,” a community gathering place at which Milwaukee police officers and other City staff could meet with citizens for the purpose of sharing information and reducing social barriers; and

Whereas, Grantee plans to develop The Journey Café (“Café”) in a building it owns at 2033 West Scott Street (“the Property”), and has proposed to include a room within the Café, the Southside City Hub (“Hub”), that will function as a community gathering space; and

Whereas, The Property was sold to Grantee by the City of Milwaukee in 2016, following the City’s acquisition of the Property through tax foreclosure; and

Whereas, Grantee staff will make the Hub available to City government agencies and the community for meetings, events and drop-in appointments; and

Whereas, These activities align well with the goals of the COP House concept; and

Whereas, Grantee estimates that the cost to renovate space within the Property for the Café and Hub is approximately \$225,000; and

Whereas, Grantee has requested \$93,750.00 in COP House funding to supplement funds that have been raised privately for the project; and

Whereas, Grantee's operating plan for the Café will incorporate workforce training and employment opportunities for neighborhood youth.

NOW, THEREFORE, in consideration of the mutual covenants contained setting forth the terms and conditions applicable to the Project herein and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

AWARD

City hereby awards the Grant in an amount up to \$93,750 to Grantee for design, construction, and purchase and installation of fixtures for the Project. Grantee agrees to undertake the design and installation of the Project in accordance with the terms of this Agreement.

DISBURSMENT

The Grant funds shall be disbursed in three installments as follows:

1) Journey House may apply for payment of up to 50% of the grant (maximum \$46,875) upon presentation of paid invoices and lien waivers from all contractors or subcontractors performing the work covered by the payment application. The application shall describe with specificity the rehabilitation work for which disbursement of the first payment is sought.

2) Journey House may apply for a second payment of up to 40% of the grant (maximum \$37,500) upon presentation of paid invoices and lien waivers from all contractors or subcontractors performing the work covered by the payment application.

The application shall describe with specificity the rehabilitation work for which disbursement of the second payment is sought.

3) Journey House may apply for the final payment of 10% of the grant (maximum \$9,375) upon presentation of paid invoices and lien waivers from all contractors or subcontractors performing the work covered by the payment application; and presentation of a Certificate of Occupancy, issued by the City of Milwaukee Department of Neighborhood Services, for the Southside City Hub and The Journey Café.

GRANTEE REQUIREMENTS.

In the implementation of the design and installation of the Project, Grantee shall:

- 1) Complete installation of the Project by May 1, 2020 (“Deadline”).
- 2) Expend all Grant proceeds on design, construction, and purchase and installation of fixtures for the Project. No Grant proceeds shall be expended on Grantee’s operational or administrative costs.
- 3) Establish and maintain records and file reports with the City’s Commissioner of City Development.
- 4) Keep and maintain books, records, and other documents as may be reasonably necessary to reflect and disclose fully the amount and disposition of all Grant proceeds and the total costs of all activities undertaken in whole or in part with Grant proceeds. All such books, records, and documents shall be maintained for a period of 7 years following final disbursement of Grant proceeds.
- 5) Allow the City’s Commissioner of City Development, the City’s Comptroller or their designees and agents, at any time during normal business hours, to undertake examination of all of its books, records and documents maintained with respect

to all matters covered by this Agreement and permit such City representatives to audit, examine, and make copies of all contracts, invoices, materials, payrolls, records, and other data relating to the activities covered by this Agreement.

6) Provide credit to the City for the City's participation in funding the Project by (1) recognition in brochures, news releases, program publications and other printed materials; and (2) provide exterior signage at the Property that identifies the Project as having received Promise Zone investment from the City.

INDEMNITY

In case any action in court or proceeding before an administrative agency is brought against the City or any of its officers, agents, or employees for the failure or neglect of the Grantee in whole or in part to perform any of the covenants, acts, matters, or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the Grantee, its officers, agents, or employees, the Grantee shall indemnify and save harmless the City and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The City shall tender the defense of any claim or action at law or in equity to the Grantee or Grantee's insurer, and upon such tender it shall be the duty of the Grantee or the Grantee's insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees. The Grantee shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this contract and for the results therefrom.

NON-DISCRIMINATION

The Grantee agrees not to discriminate against any qualified employee or qualified applicant for employment because of 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 of 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. The City and Grantee will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. Grantee agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.* Grantee will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract 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.

PUBLIC RECORDS

Both Parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. sec.* Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by CONTRACTOR under this Contract pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the City harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of the final payment under this Contract.

NOTICES

All notices under this Agreement shall be made in writing and deemed served upon depositing the same in the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed as follows:

To City: City of Milwaukee Dept. of City Development
809 North Broadway, 2nd Floor
Milwaukee, WI 53202
Attn: Commissioner

To Grantee: Ryan Schone
Journey House
2110 W. Scott St.
Milwaukee, WI 53204

BINDING EFFECT / ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the City and Grantee, their successors and permitted assigns. Grantee shall not assign any interest in this Agreement without the prior written consent of the City's Commissioner of City Development, which shall not be unreasonably withheld.

TERMINATION.

Grantee can terminate this Agreement at any time before disbursement of the Grant.

[Signature Page Follows]

Signature Page to Grant Agreement

Between Journey House and City of Milwaukee


THE PARTIES HERETO have caused this Agreement to be executed by their duly authorized representatives as of the day and date first above written.

Journey House ("Grantee")

By: 

Dr. Michele Bria
Executive Director

City of Milwaukee:

By: 

Tom Barrett,
Mayor

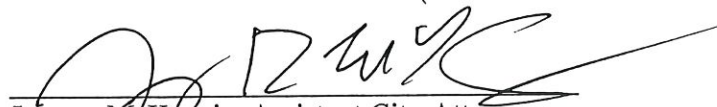
By: 

James R. Owczariski,
City Clerk

By: 

Martin Matson, 
Comptroller

Approved as to form, execution, and
content this 9 day of January, 2019. ~~2020~~



Jeremy McKenzie, Assistant City Attorney
1050-2019-2046:264713

