

**“COOPERATION AGREEMENT”  
CONTRACT FOR RECEIPT AND FURNISHING OF SERVICES,  
MATERIALS AND EQUIPMENT  
BETWEEN  
THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE  
AND  
CONVENT HILL 202 HOLDINGS, INC.**

**THIS AGREEMENT**, entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Housing Authority of the City of Milwaukee, a public body, corporate and politic, created and existing under the laws of the state of Wisconsin (the “AUTHORITY”) and Convent Hill 202 Holdings, Inc., a Wisconsin non-stock corporation and instrumentality of the Authority (“Holdings”);

**WITNESSETH:**

**WHEREAS**, the AUTHORITY and Holdings desire to share services, facilities, equipment and expertise in various areas including but not limited to the provision of housing facilities and services to elderly and disabled persons and asset management; and

**WHEREAS**, Holdings was formed to provide elderly or disabled persons with housing facilities and services specifically designed to meet their physical, social and psychological needs, and to promote their health, security, happiness, and usefulness in longer living, the charges for such facilities and services to be predicated upon the provision, maintenance, and operation thereof on a nonprofit basis.

**WHEREAS**, the AUTHORITY has all the power necessary or convenient to carry out and effectuate the purposes and provisions of ss.66.1201 to 66.1211 Stats.; and

**WHEREAS**, consistent with its statutory authority; from time to time the AUTHORITY also exercises the powers of a redevelopment authority pursuant to the terms of an Amended and Restated Intergovernmental Cooperation Agreement between the AUTHORITY and the Redevelopment Authority of the City of Milwaukee (Expanded HACM Activities), dated January 15, 2015, in order to further its mission; and

**WHEREAS**, the AUTHORITY and Holdings enter into this Agreement in order to further their shared mission and to promote the exercise of the AUTHORITY’s statutory powers.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**ARTICLE I  
SCOPE OF SERVICES**

- 1.1 The AUTHORITY and Holdings shall furnish each other, upon request:
  - 1.1.1 Professional, technical and administrative personnel, skilled and unskilled labor, material and equipment to fulfill their respective purposes and missions; applicable Wisconsin statutory requirements, as amended; local, state and federal laws and regulations, and for such other purposes as may be related to the obligations and duties of the parties.
  - 1.1.2 Space required by the parties to carry out their functions. Also materials, supplies and equipment necessary for the parties to perform their functions. Title shall remain in AUTHORITY for all equipment purchased with AUTHORITY funds.
  - 1.1.3 Consent for the parties to access and utilize each other's financial management information system software to effectuate proper accounting for the provision and receipt of services detailed herein.
  - 1.1.4 Such other personnel, services and activities as are necessary to accomplish the purposes of this Agreement.
- 1.2 This Agreement shall not cover or be applicable to any services that are provided to the AUTHORITY under a separate agreement with Holdings. The AUTHORITY reserves the right to determine its specific personnel needs in order to carry out and implement its programs, and to hire directly as employees of the AUTHORITY, such personnel the AUTHORITY deems necessary to provide additional staff assistance to the Secretary-Executive Director.
- 1.3 The parties shall be reimbursed in full for all services provided to, and as requested by, the other party in the carrying out of the other party's activities.

**ARTICLE II  
TIME OF PERFORMANCE**

- 2.1 This Agreement shall commence as of January 1, 2024, and shall be terminable by either party upon 30 days written notice.

**ARTICLE III  
COMPENSATION**

- 3.1 This is a cost reimbursement Agreement and the parties, in consideration of performing the services and providing the space, material, supplies and equipment to carry out the activities and operations described in this Agreement, shall be compensated in accordance with the following criteria:
- 3.1.1 Reimbursement for the actual cost of materials and supplies furnished by one party for use in programs, activities and projects of the other party.
  - 3.1.2 Reimbursement for the actual cost of wages paid by a party, for actual time worked by its personnel, in providing the services and fulfilling its obligations to the other party.
  - 3.1.3. Reimbursement for the actual cost of overtime premium paid by a party for actual overtime hours worked by its personnel in providing the services and fulfilling its obligations to the other party.
  - 3.1.4. Reimbursement for the operating expenses paid by a party for equipment furnished relative to the performance of services to the other party.
  - 3.1.5 Reimbursement for the indirect costs relating to the performance of the services rendered under this Agreement. This reimbursement is intended compensate a party for all indirect costs; including administrative costs, depreciation and insurance on equipment, fringe benefits, paid leave time and other indirect costs, which shall not be excluded because of lack of enumeration herein.

**ARTICLE IV  
METHOD OF PAYMENT**

- 4.1 The parties shall provide for an allocation of salaries, wages and other costs to programs, activities and projects carried out by each party when applicable. Requisitions shall be issued providing for a breakdown of expenses according to the programs, activities and projects of parties, whenever applicable, and the form of such requisition may be subject to approval by the U.S. Department of Housing and Urban Development. Such requisitions shall be issued on a Bi-weekly basis. The allocation of salaries, wages and costs may also be subject to review and approval of the U.S. Department of Housing and Urban Development for programs and projects utilizing federal funding. Holdings shall submit such other information concerning the requests for reimbursement as the AUTHORITY or the U.S. Department of Housing and Urban Development deems necessary.

**ARTICLE V  
INDEMNIFICATION**

5.1 The AUTHORITY Indemnifying Holdings.

In case any action in court is brought against Holdings or any of its officers, agents or employees for the failure, omission or neglect of the AUTHORITY to perform with respect to any of the covenants, acts, matters or things contemplated by this Agreement to be undertaken; or for injury or damage caused by the alleged negligence of the AUTHORITY, its officers, agents or employees, the AUTHORITY shall indemnify and save harmless Holdings and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

5.2 Holdings Indemnifying the AUTHORITY.

In case of any action in court is brought against the AUTHORITY or any of its officers, agents or employees for failure, omission or neglect of Holdings to perform with respect to any of the covenants, acts, matters or things contemplated by this Agreement to be undertaken; or for injury or damage caused by the alleged negligence of Holdings, its officers, agents or employees, Holdings shall indemnify and save harmless the AUTHORITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

**ARTICLE VI  
INSURANCE**

6.1 Each party shall be solely responsible to meet its own insurance needs during the term of this Agreement. A copy of any insurance policy applicable to this Agreement which is maintained by either party shall be provided to the other party as evidence thereof, shall name the other party as an additional insured and shall be kept in full force and effect for the duration of this Agreement. Neither this provision nor any damages recoverable hereunder shall be construed to or limit the liability of the either party under this Agreement.

**ARTICLE VII  
FINANCIAL GUARANTY**

7.1 Holdings is an instrumentality of the AUTHORITY which was formed to act as the owner of units assisted under Section 202 of the Housing Act of 1959 which are located in Unit 3, Convent Hill Condominium, Milwaukee, Wisconsin, identified as PIN 36012750000 ("Unit 3"). As the owner of Unit 3 Holdings will be required to enter into certain agreements with the United States Department of Housing and

Urban Development (“HUD”) and to demonstrate Holdings financial responsibility to HUD. In order to allow Holdings to demonstrate financial responsibility to HUD, the AUTHORITY agrees to execute a guaranty of Holding’s financial obligations in an amount up to \$\_\_\_\_\_. The form and substance of such guaranty shall be responsibility acceptable to AUTHORITY’S Secretary-Executive Director.

**IN WITNESS WHEREOF**, Holdings and the AUTHORITY have caused this Agreement to be executed in their respective names as of the date set forth above.

**CONVENT HILL 202 HOLDINGS, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_

**HOUSING AUTHORITY OF THE CITY OF MILWAUKEE**

By: Sherri Reed Daniels  
\_\_\_\_\_  
Chairwoman

By: \_\_\_\_\_  
Willie Hines, Jr.  
Secretary-Executive Director