

**AGREEMENT
BETWEEN THE CITY OF MILWAUKEE AND
THE MEDICAL COLLEGE OF WISCONSIN**

THIS AGREEMENT (“Agreement”), is entered into this _____ day of _____, 2016 by and between the City of Milwaukee, a municipal corporation organized under the laws of the State of Wisconsin (“City”), and the Medical College of Wisconsin, (collectively, “the Parties”).

WHEREAS, the Medical College of Wisconsin (“MCW”) and particularly its Department of Emergency Medicine, is uniquely positioned to understand and appreciate the heroin and opiate epidemic in southeastern Wisconsin; and

WHEREAS, the Department of Emergency Medicine at the MCW, the City, and the Milwaukee County Medical Examiner have proposed a Project to study the heroin and opiate epidemic in southeastern Wisconsin; and

WHEREAS, the two year project will: Identify and recommend evidence-based program and policy strategies that can be immediately implemented to address the epidemic locally; Identify and collate city, county, and southeast Wisconsin data that can be used to inform prevention strategies through programs and policy; and Work with an expert panel to identify program and policy prevention strategies that are likely to have the greatest impact in the community; and

WHEREAS, the Common Council of the City budgeted \$25,000 in 2016 to work to address the problem of heroin and opiate addiction issues, and intends to seek an additional \$25,000 in the 2017 budget for the same purposes, and will grant these funds to the MCW; and

WHEREAS, the MCW Department of Emergency Medicine will match the \$50,000 granted by the City to conduct the work outlined herein. Further, the parties agree to seek an additional \$50,000 in private funds to further supplement the Project; and

WHEREAS, the Common Council of the City of Milwaukee has resolved, in Resolution File No. 151701, adopted on April 15, 2016, to appropriate the \$25,000 budgeted in 2016 for the purposes specified in this Agreement and to authorize the appropriate City officials to execute this Agreement; and

WHEREAS, the Parties deem it appropriate and in furtherance of a public purpose to enter into this Agreement providing for the use of said funds;

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

ARTICLE I
The MCW's Activities

A. The MCW shall embark on the Project. The Project is further described in Exhibit A, 888 Bodies, And Counting, Dated February, 2016 (Attached). MCW shall comply with all of the terms of Exhibit A, and provide all deliverables contained in that document on the timelines set forth.

B. The funds provided pursuant to this Agreement will be used for the purpose of hiring a project coordinator to conduct the work outlined in Exhibit A.

C. If the MCW expends less than the amount received from the City for the above expenses, it shall promptly reimburse the City for the difference between the amount funded and the actual expenses. Reimbursement under this paragraph shall occur no later than 30 days following demand by the City.

D. The MCW shall make a full accounting to the City of amounts received and amounts expended for the listed expenses, upon request, in addition to returning to the City all unused and unneeded funds.

ARTICLE II
The City's Activities

A. The City shall provide funds to the MCW in an amount not to exceed \$25,000 for the purpose of contributing to the expenses incurred in hiring a project coordinator to conduct the work outlined in Exhibit A.

B. The City shall, through Alderman Murphy, introduce a budget amendment seeking \$25,000 in funds for the year 2017, ("City's 2017 Budget Contribution"). In the event the budget amendment is not ultimately adopted, private funding may be sought to replace the City's 2017 Budget Contribution. If private funding to replace the City's 2017 Budget Contribution is not obtained, MCW may terminate this Agreement after the \$25,000 budgeted in 2016 is expended by MCW. At that time, any further obligation on the part of MCW to produce the deliverables indicated in Exhibit A shall cease.

ARTICLE III
Other Provisions

A. Amendments. Any amendments to this Agreement shall be in writing and signed by the Parties.

B. Audit. The City Comptroller shall, from time to time as in his judgment is appropriate, review the receipts and expenditures of the MCW in relation to the Project, and the Comptroller shall have full power to conduct an audit or to have such an audit conducted as is necessary in his judgment to provide a full accounting to the City. The results of such audits shall be reported to the City's Common Council.

C. Compliance with all Laws. The parties shall comply with all applicable federal, state, and local laws in carrying out the terms of this Agreement.

D. Conflict of Interest.

1. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

2. No member of the governing body of the City and no other public official of the City 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.

E. Discrimination Prohibited.

1. The parties agree 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, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to discriminate for the same reasons in regard to tenure, terms, or conditions of employment; not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any rule or employment policy which discriminates between employees on account of these reasons; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of, or based upon affiliation with, or perceived affiliation with any of these protected categories.

2. No person in the United States shall, on the ground of race, color, or national origin, 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. The parties 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.

3. The Parties will comply with all applicable provisions of the Americans with Disabilities Act of 1990.

4. The Parties will cause the foregoing provisions to be inserted in any and all contracts and subcontracts, if any, for any work covered by this Agreement so that such provisions shall be binding upon each contractor and subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. Duration. This Agreement shall commence upon the execution of the Agreement by the authorized representatives of the Parties and shall remain in effect for two years, unless terminated earlier for cause, or otherwise, pursuant to the provisions of this Agreement.

G. Entire Agreement. This Agreement, together with Exhibit A, sets forth all of the covenants, provisions, agreements, conditions, and understandings between the Parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth.

G. Indemnification. The MCW and the City each agree to indemnify, defend, and save harmless the other, and each other's officers, directors, employees, and agents, from and against any and all liability for injuries or damages to persons or property, in whole or in part, as a result of this Agreement, not arising through their fault, including, but not limited to, liability in contract, in tort, or under federal or state law arising or resulting from the performance or failure to perform under this Agreement.

H. Public Records Law. MCW acknowledges that the City is bound by the Wisconsin 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, *et seq.* MCW further acknowledges that it is obligated to assist the City of Milwaukee in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that MCW must defend and hold the City of Milwaukee harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as of the date hereinbefore set forth.

For the City of Milwaukee:

Signature: _____
Tom Barrett, Mayor

Date: _____

Signature: _____
James, R.S. Owczarski, City Clerk

Date: _____

Countersigned
Signature: _____
Martin Matson, Comptroller

Date: _____

For the Medical College of Wisconsin:

Signature: _____
Stephen Hargarten, MD, MPH
Director, Injury Research Center

Date: _____

Approved as to content, form and execution:

Signature: _____
Assistant City Attorney

Date: _____

KZB:kzb

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