

## COLLABORATION & USE AGREEMENT

by and between

**The Board of Regents of the University of Wisconsin System  
on behalf of the University of Wisconsin-Milwaukee**

and

**The City of Milwaukee**

This Collaboration and Use Agreement (the “*Agreement*”) is made by and between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, College of Letters & Science (“*UWM*”), and the City of Milwaukee (“*City*”) and is effective \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ (the “*Effective Date*”).

### RECITALS

**WHEREAS**, UWM currently occupies space in its Joseph J. Zilber School of Public Health (“*ZSPH*”), located at 1240 North 10<sup>th</sup> Street, Milwaukee, WI 53205 (the “*Facility*”);

**WHEREAS**, the establishment of UWM’s ZSPH was prompted by the need to conduct research to enhance the state of public health, particularly in urban areas;

**WHEREAS**, the Milwaukee Health Department (“*MHD*”), a department of the City, is an entity that is strongly committed to the goal of collaborating in the pursuit of research to improve health and sanitation conditions within its urban boundaries and eliminate health disparities;

**WHEREAS**, both the ZSPH and the MHD core missions and values seek to address social and health inequities in Milwaukee and do so through community engagement and research;

**WHEREAS**, the location of various research and community outreach components of MHD (for example, MHD’s Public Health Planning and Policy Office, or its Office of Violence Prevention), will facilitate the pursuit of research grants that are intended to address recognized public health challenges and public health education needs peculiar to urban settings in the Milwaukee area;

**WHEREAS**, UWM will benefit from the presence of a research, community outreach, and/or violence prevention component of the MHD in the Facility because it will present unique opportunities for research collaborations, joint grant submissions as well as reciprocal subgrantee engagements;

**WHEREAS**, section 16.845 of the Wisconsin Statutes, in conjunction with sections UWS 18.06(16) and UWS 21 of the Wisconsin Administrative Code recognize that facilities under the control of UWM may be used by non-UWM entities under certain circumstances; and

**WHEREAS**, both UWM and City have concluded that their missions can best be served by entering into this Agreement for the use of the Facility in accordance with the terms of this Agreement;

**NOW, THEREFORE**, in consideration of the fees and mutual benefits to both parties, it is agreed as follows:

**1. License to Use Facilities.**

- a. **Facility.** UWM hereby grants to City a limited, non-exclusive license (the “*License*”) to use a portion of the Facility (as described in greater detail below, the “*Dedicated Area*”), including office furnishings therein (as described in greater detail below, the “*Furnishings*”) for the purposes of planning and conducting research, community outreach, violence prevention, and advancing health-promoting local, state and national policies activities as described above. Such use shall at all times be consistent with UWM and UW System Board of Regents’ policies, and all other applicable federal or state laws.
- b. **Description of the Dedicated Area.** The Dedicated Area consists of an approximately 2,200 square foot space located on the second floor at the Facility and is detailed in the floor plan attached as Exhibit A.
- c. **Description of Furnishings.** The Furnishings collectively consist of office furniture and carpeting. City shall be permitted to use the Furnishings on an exclusive basis for the duration of this Agreement. The Furnishings are described in greater detail in the attached Exhibit B.
- d. **Utilities and Other Inclusions.** In providing the Dedicated Area and Furnishings under this agreement, UWM:
  - i. Shall provide for the following services/utilities: building heat and air conditioning, hot, cold, and chilled water, electricity, office rubbish removal, and janitorial services, but only to the extent normally available in the Facility. Notwithstanding the forgoing, the City shall be responsible for the lawful and offsite disposal of any hazardous materials, waste, or equipment used by City staff in the Facility.
  - ii. Shall not allow the City to utilize any UWM mailroom services, the UWM mailing permit, or UWM’s tax exempt identification number, or any other services connected with the Facility, unless expressly provided for herein or by written agreement of the parties.
  - iii. Shall not provide any communication services or related components. The City is responsible for its own phone, internet, and other electronic communications systems and may not use UWM services otherwise available at the Facility. All installations or modifications of the Facility shall be subject to the written prior approval of UWM.
  - iv. UWM shall continue to designate one parking space in the parking lot adjacent to the Facility (the “Lot”) as an MHD space. UWM shall bear no responsibility for enforcing the City’s rights in such space; however, City may take all actions reasonably necessary to enforce its rights including, but not limited to, towing unauthorized vehicles from such space. In the event charges are ever assessed on use of the Lot, City agrees to pay UWM the prevailing rate for use of its spot.

- e. **Potential Access to Areas Beyond the Dedicated Area.** The City may, from time to time request, access to use conference rooms, commons areas or classrooms for specific gatherings for limited periods of time on an availability basis from ZSPH Dean. The ZSPH Dean shall have exclusive discretion to determine whether any requested use subordinates or appears to be incompatible with any of the priorities of the ZSPH solely from the perspective of UWM. Under no circumstances may any part of the Facility, including the Dedicated Area, be utilized as a clinical or outreach location by the City for the delivery of any City services.
- f. **Non-transferability of License.** No rights conferred by this License may be assigned, pledged, or otherwise disposed of by the City, directly or indirectly, to any other entity, person, organization or corporation, without the express written consent of UWM.
- g. **Administration of Facilities.** The Dedicated Area shall be administered on a continuing basis by the ZSPH Dean.
- h. **Condition of Facilities.** City's use of the Dedicated Area and Furnishings shall conform to standards of repair, orderliness, neatness, sanitation, and safety acceptable to UWM and applicable to UWM's faculty and students. The City is not permitted to alter the fixtures or substantially change any portion of the Facility or Furnishings without the prior written consent of UWM. UWM shall be responsible for maintenance and capital repairs on structural and mechanical systems. Upon abandonment, termination, revocation, or cancellation of this Agreement, the City shall within thirty (30) days remove all personal property, structures, and improvements except those owned by UWM and shall restore the premises to the condition when use by the City began, unless otherwise agreed upon in writing, ordinary wear and tear excepted. If the City fails to remove all such structures or improvements within the thirty (30) day period, they shall become the property of UWM, but that will not relieve the City of liability for the cost of their removal and restoration of the site.
- i. **Hazardous Materials.** The City shall not, without prior written consent of UWM, cause or permit, knowingly or unknowingly, any Hazardous Material(s) (defined below) to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at, in, or upon the Facility. The City covenants and agrees that throughout its occupancy of the Facilities, the City will at all times be in strict compliance with all Environmental Regulations (defined below) that pertain to the use and storage of Hazardous Materials. The City shall protect, defend, and hold UWM harmless from all claims, liens, losses, damages, and expenses, including without limitation reasonable attorneys' fees and expenses, administrative proceedings, and costs of remediation, clean-up, and detoxification arising out of the City's breach of this environmental covenant or the City's violation of any Environmental Regulations during the term of this Agreement. The foregoing responsibilities shall not apply to any condition that existed prior to the time the City first occupied the Facility or which is caused by or results from the acts of others, including UWM. The obligations of the City hereunder shall survive the termination of this Agreement.

“Hazardous Material(s)” means any hazardous, toxic, biological or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state, or local law, ordinance, order, rule, regulation, code, or any other governmental restriction or requirement (the “Environmental Regulations”), and shall include asbestos, petroleum products, and the terms “Hazardous Substance” and “Hazardous Waste” as

defined in the Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”) as amended, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act (“RCRA”), as amended, 42 U.S.C. §6901 et seq., and all environmental protection statutes of the state and municipality in which the Facilities are located.

- j. **Chemicals.** The City shall not, without prior written consent of UWM, cause or permit any chemical or other material subject to Chemical Facility Anti-Terrorism Standards (“CFATS”) to be brought or remain upon the Facilities. If UWM provides such written consent to the City, the City shall comply with all standards under CFATS and conditions imposed by UWM applicable to such chemicals.
- k. **Keys/Loss.** Keys and key fobs shall be issued to the City allowing access to the general entrance of the Facility and the Dedicated Area. UWM will retain keys and key fobs in a secure location for emergency purposes. UWM assumes no liability or responsibility for the loss or damage of any data, inventory, equipment, or supplies due to theft, mysterious disappearance, or any other cause whatsoever.

2. **Reserved.**

3. **Rates, Contributions and Mutually Agreed Collaboration Benefits.** City and UWM agree that:

- (i) Both the ZSPH and the MHD strive to improve overall health throughout Milwaukee with special attention to reducing health disparities. In an effort to realize both of their core missions and to support their shared goals around community engagement, the ZSPH will create, and the MHD will support and engage with, the Office of Community Engagement and Partnerships to advance research, education and advocacy of health-promoting policies and strategies that impact the Milwaukee community.
- (ii) The active engagement of both entities in the newly created office will result in significantly enhanced coordination, communication and linkages across multiple levels both between the two entities and between the entities and the local communities.
- (iii) Both the ZSPH and MHD will assist in the search and writing of grant applications, as well as strategic research opportunities and pilot projects of benefit to the Milwaukee community.
- (iv) The MHD will provide meaningful mentorship and placement capacity for ZSPH students, provide guest lectures and participate in lecture series, facilitate collaborations around capstone projects and provide strategic community-engaged service opportunities for ZSPH professors.
- (v) Collaboration around education, research and grant-writing will lead to the development of evidence-based policies and comprehensive programming founded on community engagement and partnerships.
- (vi) City shall pay contributions to a special account created under the ZSPH for the Office of Community Engagement and Partnerships. Funds contributed will support community engagement activities/personnel, services and programming in Milwaukee benefiting both ZSPH mission and MHD health plans, including the Community Health Improvement Plan and Violence Prevention Plan.

(vii) Total contributions under this Agreement per year shall be no less than \$40,000 unless amended and agreed upon by both parties.

(viii) In the event that City needs to utilize any UWM equipment (“Equipment”), it will pay UWM for the actual use of the Equipment at a rate to be negotiated by the parties (the “*Equipment Fee*”); and

Unless otherwise agreed in writing, City will supply and pay for any materials and consumable parts it may need in connection with its use of the Facilities and/or Equipment.

4. **Safety and Training.** Notwithstanding anything in this Agreement, no individual may access the Facilities or Equipment without complying with applicable rules for access to and/or use of such Equipment, including, but not limited to, training and safety requirements and evidence of required certifications. [X will evaluate the qualifications of potential users]. Further, all activities within UWM’s space must comply with its policies and procedures, including as they relate to safety and access control.

5. **Insurance and Liability Responsibilities.**

(i) **City.** The City is a municipal government and tax-exempt entity. As such, it is self-insured for purposes of workers compensation and liability insurance.

(ii) **UWM.** The State of Wisconsin, including UWM, is self-funded for liability, including general, professional, and automobile pursuant to Wisconsin Statutes §§ 893.82 and 895.46(1).

6. **Liability.** The City and UWM agree to hold each other harmless from damage or loss sustained by one of the parties due to the party’s own negligence, gross negligence, or intentional acts.

7. **Payment by City.** Payment of contributions shall be made payable to UW-Milwaukee and directed to:

Joseph J. Zilber School of Public Health  
University of Wisconsin-Milwaukee  
1240 N. 10<sup>th</sup> St.  
Milwaukee, WI 53205

Payment of Equipment Fees shall be made payable to UW-Milwaukee, and directed to:

University of Wisconsin-Milwaukee  
c/o Division of Finance & Administrative Affairs  
P.O. Box 413  
Milwaukee, WI 53201-0413

8. **Term.** The term of this Agreement shall commence upon the Effective Date and shall automatically renew every year for a maximum term of five years after the Effective Date unless terminated upon six months’ notice by either party. In the event the City is appropriated less than \$40,000 to contribute to its obligations under this Agreement in any given year, the Parties agree that that they will work together to either determine a lesser contribution amount for the applicable year or to terminate this Agreement.

9. **Termination.** Either party may terminate this Agreement if the other party fails to observe or comply with any of the terms or conditions herein within thirty (30) days after being notified in writing by the non-breaching party of such failure. In the event of termination under these conditions, UWM shall not return any fees paid to date, and the breaching party shall be responsible for all damages caused by its breach of this Agreement.

Notwithstanding the foregoing, UWM may suspend access to the Facility to particular individuals if they fail to follow UWM's policies and procedures, including, but not limited to, policies related to required training and safety issues.

10. **Principal Place of Business.** The City is prohibited from using any UWM address, including the address of the Facilities as its business address and must maintain a principle place of business separate and distinct from UWM at all times while this Agreement is in effect.

11. **Miscellaneous Provisions.**

- (i) The City is expressly prohibited from using UWM's name in any transaction to which UWM is not a party.
- (ii) This Agreement may be modified or amended by a written amendment signed by the authorized officer of each party. This Agreement may also be amended, in whole or in part, by such authorized officers to incorporate new terms, conditions, and stipulations as may be required by law or regulation.
- (iii) It is the intent of the parties that no agency relationship results from this Agreement. The City shall at all times refrain from any activity which may imply that it has authority as an agent of UWM. This license does not constitute UWM of State of Wisconsin endorsement of the City.
- (iv) This Agreement contained the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and will be governed by the laws of the State of Wisconsin.
- (v) By signing this Agreement, City agrees that pursuant to UWM's Criminal Background Check policy (S-14.5), if it is using UWM lands or facilities to operate multi-day or overnight programs for minors, it represents that all of its employees, affiliates, and volunteers with access to minors have satisfied a criminal background check by a criminal background check vendor that includes a check of the vendor's proprietary national criminal background check database.
- (vi) City and ZSPH 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, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms

of compensation, and selection for training including apprenticeship. No person in the United States shall, on the grounds of race, color, religion, sex, 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 City and ZSPH 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. ZSPH agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

- (vii) It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed documentation supporting payment, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute, and, before the 45th day of receipt, notice of the dispute is sent to the ZSPH in accordance with the notice provisions in the Agreement).
- (viii) Both Parties understand 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. sec. 19.21 *et. sec.* ZSPH 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 under this Agreement pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement, and that the ZSPH must 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 Agreement.
- (ix) No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City and no other public official 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.
- (x) At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the City or such agency for examination all of its records with respect to all matters covered by this Agreement and ZSPH shall permit the City or such agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- (xi) This Agreement, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

**BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF  
THE UNIVERSITY OF WISCONSIN-MILWAUKEE**

\_\_\_\_\_  
Johannes Britz  
Provost and Vice Chancellor for Academic Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald A. Perez  
Interim Dean of the Joseph J. Zilber School of Public Health

\_\_\_\_\_  
Date

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Comptroller

\_\_\_\_\_  
Date

Approved as to form and execution:

\_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_  
Date

EXHIBIT A  
Diagram of Dedicated Area

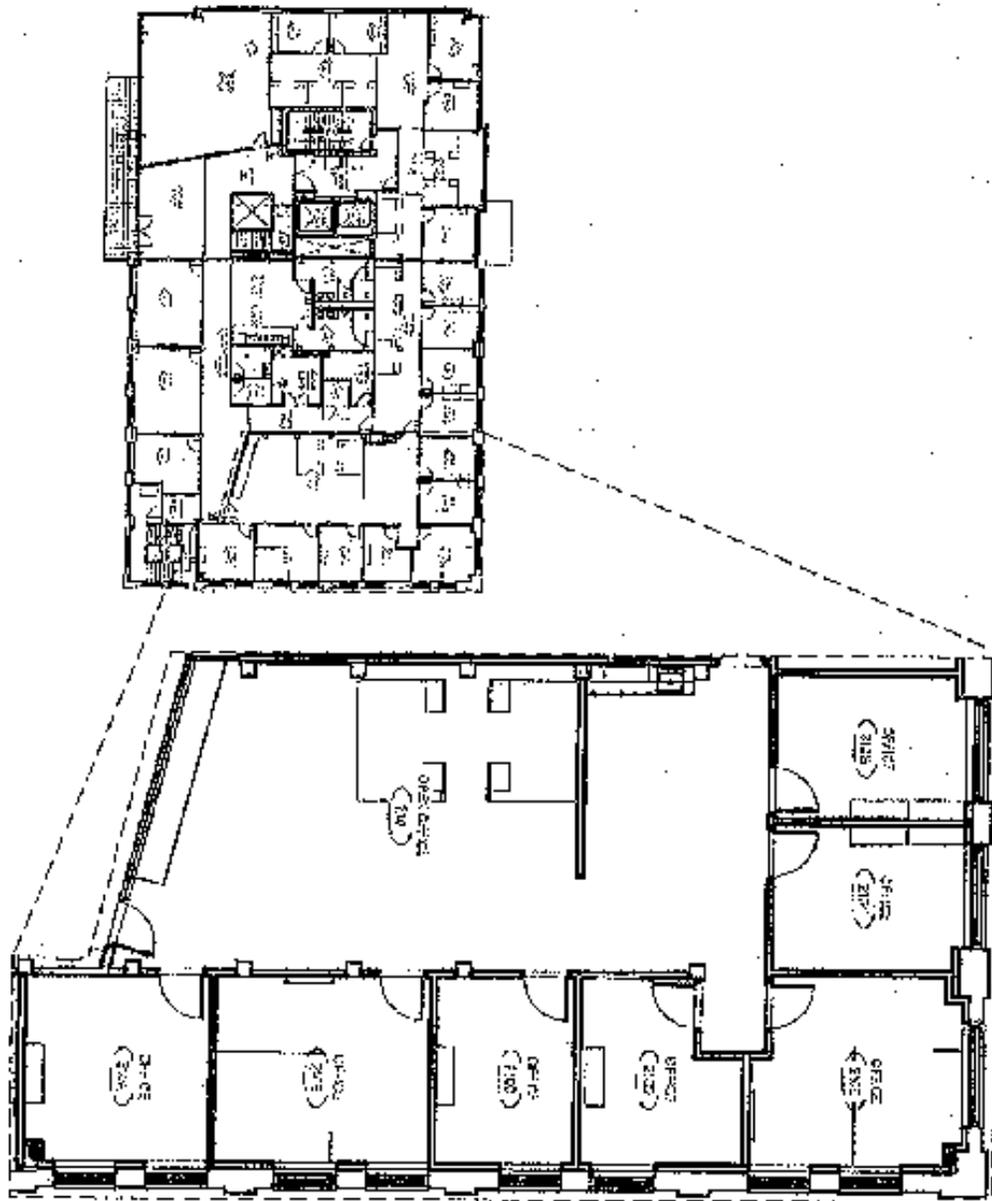


EXHIBIT B  
Furnishings

