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July 3, 2018

Preston Cole, Commissioner
City of Milwaukee
Department of Neighborhood Services
841 N. Broadway, Room 104
Milwaukee, Wisconsin 53202

Re: Research Collaboration Agreement

Dear Commissioner Cole:

Enclosed please find a fully executed original of the Research Collaboration Agreement between the City of Milwaukee Department of Neighborhood Services, The Medical College of Wisconsin and Legal Action Wisconsin, Inc. I am mailing a copy of this agreement to Dr. Mallory O'Brien at the Medical College, Michael Maher at Legal Action of Wisconsin and Char Rodriguez in the City Clerk's Office.

Very truly yours,

A handwritten signature in cursive script that reads "Lisa M. Ames".

LISA M. AMES
Paralegal

CC: Dr. Mallory O'Brien
Michael Maher
Char Rodriguez (via e-mail)

1049-2018-828:250599



RESEARCH COLLABORATION AGREEMENT

THIS AGREEMENT (this "Agreement") is made effective 7/2/2018, by and between the City of Milwaukee, a municipal corporation, through its Department of Neighborhood Services ("DNS"), The Medical College of Wisconsin, Inc. ("MCW") and Legal Action Wisconsin, Inc. ("LAW"), collectively the "Parties."

WHEREAS, the Parties agree that a gap exists in research to provide data and data analysis involving City of Milwaukee circuit court eviction data and its relation to DNS housing code violation data; and

WHEREAS, the Parties agree that such data and data analysis would be useful for policymakers and City of Milwaukee government to identify exploitative landlords engaging in retaliatory eviction; and

WHEREAS, the Parties agree that such data and data analysis would assist with legal defense strategies for City of Milwaukee residents faced with eviction;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, DNS, MCW and LAW agree as follows:

I. **Responsibilities of DNS.**

A. **Data.** DNS shall provide MCW with the following data:

1. Overall DNS housing code violations and service requests inclusive of parcel address, tax key, type of complaint, property owner, and property owner contact information (if available) for 2005-2016, 2017 and 2018.

B. **Format.** DNS shall provide MCW with data in the following format:

1. DNS will pull an updated version of their violation and service request data from January 1, 2016 through the date of the execution of this Agreement.
2. DNS will navigate to the url <https://datasharesecuretransfer.com/>.
3. DNS will log in to the secure transfer site.
4. DNS will send the data to a secure server via the upload tool.
5. DNS will repeat these steps each month on a date specified by the Parties until the end date of this Agreement to provide updated and current data.

C. **Non-Public Data.** DNS shall not provide any data to any other Party which is not considered "public data."

D. **Payment.** Upon execution of this Agreement, and as consideration for MCW's performance of research as detailed below, DNS shall provide MCW payment of

\$10,000.00 payable to MCW and delivered via first-class mail to the attention of Dr. Mallory O'Brien, The Medical College of Wisconsin, Inc., 8701 Watertown Plank Road, Milwaukee, WI 53226.

II. **Responsibilities of MCW.**

A. MCW shall provide all Parties with access to an interactive, filterable series of maps and dashboards built in Tableau ("Tableau data") until at least December 31, 2020, which represents (2) two years beyond the Agreement's expiration. The Parties can enter into an agreement to allow for an extension of data accessibility for the Parties if necessary.

B. MCW shall provide the Parties with a report detailing the methods, assumptions, and limitations of the study to accompany the access to the Tableau data.

C. MCW shall develop standard metrics and tools to analyze the Tableau data in direct consultation with the Parties.

D. MCW shall provide the Parties access to view, filter and manipulate underlying case level data behind generated dashboards via a secure server login ("DataShare account") to the Tableau data.

E. MCW shall ensure that the Tableau data will include general eviction data, spatial data analysis, information regarding possible retaliatory evictions, and the identification of possible exploitative landlords as detailed in MCW's Statement of Need and Purpose (attached to this agreement as Exhibit A).

F. In the event that Tableau is no longer available, MCW shall provide an alternative platform for the Parties to access the data.

III. **Responsibilities of LAW.**

A. **Payment.** Upon execution of this Agreement, LAW shall provide MCW payment of \$10,000.00 payable to MCW and delivered via first-class mail to the attention of Dr. Mallory O'Brien, The Medical College of Wisconsin, Inc., 8701 Watertown Plank Road, Milwaukee, WI 53226.

III. **Miscellaneous.**

A. **Non-discrimination.** 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, 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 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 relating to this Agreement. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. relating to this Agreement. LAW and MCW will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement 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.

B. **Non-Exclusive.** This Agreement is not exclusive; the Parties are free to participate in similar programs with other entities.

C. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between DNS, MCW and LAW relating to the subject matter of the Agreement.

D. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof; and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

E. **Assignment.** This Agreement shall not be assigned without the written consent of the other Parties.

F. **Amendment.** This Agreement shall not be amended at any time without the written approval of all Parties.

G. **Relationship of the Parties.** Nothing in this Agreement shall be construed to constitute the Parties hereto as employer or employee, partners, joint venturers or as agents of one another or as authorizing either party to obligate the other in any manner.

H. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in the Circuit Court of Milwaukee County for matters arising under state law and in federal district court in the eastern district of Wisconsin for matters arising under federal jurisdiction.

I. **Term and Termination.**

(1) This Agreement shall commence as of the date first above written and will end on December 31, 2018 unless extended in writing by all parties. The Agreement may be terminated by any of the parties upon thirty (30) days prior written notice. If the Agreement is terminated early, MCW will return to LAW and DNS any unspent funds as of the date of the termination. LAW and DNS will each receive 50% of the unspent funds.

(2) In addition to the foregoing, the Parties may terminate this Agreement, upon written notice to the other parties, if such other party breaches any provision of this Agreement and fails to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days following the non-breaching parties' delivery of notice of breach.

(3) This Agreement is also immediately terminable by written notice to the other parties, if such other parties breach any provision of this Agreement and such breach may not, in the non-breaching parties' good faith belief, be cured.

J. **Notices.** All notices or communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when hand delivered, one (1) business day after sent by next day courier service, or three (3) business days after being deposited in the United States mail, certified mail, postage prepaid, return receipt requested, in each case addressed to a party at its address set forth below or to such other address as shall be designated by like notice duly given.

If to MCW: Dr. Mallory O'Brien
The Medical College of Wisconsin, Inc.
8701 Watertown Plank Rd.
Milwaukee, WI 53226

If to LAW: Michael Maher
Legal Action of Wisconsin, Inc.
230 West Wells St., Room 800
Milwaukee, WI 53203

If to City: City of Milwaukee
Department of Neighborhood Services
Attn: Commissioner Preston Cole
841 N. Broadway
Milwaukee, WI 53202-3653

K. **Public Records.** All 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. MCW and LAW acknowledge that they are 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 MCW or LAW 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 MCW and/or LAW 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.

All parties agree that public records do not include client case files and records held by LAW and protected under Supreme Court Rule 20:1.6. Client case files and records include but are not limited to the following: Client intake sheets; case notes; records pertaining to a specific client's legal matter; pleadings, briefs, transcripts, pretrial reports and legal research and legal analysis prepared by the attorney during representation of the client; correspondence or electronic communication with the client, witnesses, and opposing parties; photographs or recordings taken for the case.

All parties agree that public records do not include documents, records and media created or held by MCW or LAW that were not created or received by MCW or LAW in connection with the performance of research under this Agreement.

L. **Publication of Results.** The Parties will confer with each other prior to the publication of any results or findings emanating from the research under this Agreement. Content in a publication is the responsibility of the part/ies authoring the publication.

M. **Conflict of Interest.** No officer, employee, or agent of the City of Milwaukee 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 of Milwaukee and no other public official the City of Milwaukee 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.

N. **Signatures; Counterparts.** Facsimile or PDF/email signatures shall be acceptable as originals. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same document.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates below written.

LEGAL ACTION OF WISCONSIN, INC.

By: David Pifer 6/26/18
David A. Pifer, Executive Director Date

Date Signed: 6/26/18

MEDICAL COLLEGE OF WISCONSIN

By: Bjdm
Barclay Ferguson, Chief Financial Officer Date



Date Signed: 6.18.18

Tax Identification Number: 39-0806261

CITY OF MILWAUKEE

By: Preston Cole 6/29/18
Preston Cole, DNS Commissioner Date

Date Signed: _____

Reference Common Council File No. 170001(Amendment 26)

APPROVED AS TO FORM AND EXECUTION:

By: Heather Securo
Office of the City Attorney

Date: 7-2-18

1049-2018-828/248506

Statement of Need and Purpose:

Matt Desmond raised the issue of evictions as a cause, not just a consequence of poverty with the publication of *Evicted: Poverty and Profit in the American City* — a narrative accompaniment to years of ethnographic work in Milwaukee.

A significant gap in Matt Desmond's work and existing research in general involves the existence of tools for policymakers and government to identify and monitor exploitative landlords engaging in eviction.

Furthermore, legal defense strategies reactively represent individuals that have the means to show up in court. Eviction and its consequences are spatially concentrated in specific areas and may benefit from representation strategies that are spatially informed.

To combat these gaps, this research will focus on developing a suite of metrics and tools that give government and legal defense stakeholders the ability to make informed and strategic operational decisions around eviction case outcomes and exploitative landlords.

The final product will take the form of an interactive, filterable series of maps and dashboards built in Tableau. An accompanying report detailing methods, assumptions, and limitations of the study will be provided.

Deliverables:

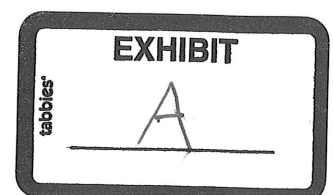
- (1) The final product will take the form of a series of interactive, filterable set of maps and dashboards built in Tableau. A brief example of an interactive map can be found here: https://public.tableau.com/views/E-GovMaps-Draft/Story2?:embed=y&:display_count=no
- (2) An accompanying report detailing findings, methods, and assumptions of the study will also be provided.
- (3) Develop standard metrics and tools in consultation with project partners
- (4) Access to view, filter, and manipulate underlying case level data behind generated dashboards via a secure server login (DataShare account)

Detailed Overview of Proposed Work for City of Milwaukee:

General Eviction Data

Overall:

- Number and rate of evictions filed
- Number and rate of evictions with a judgment for evictions
- Most frequent evictors by plaintiff and property owner
- Number and rate of evictions with a judgment for evictions
- Number and rate of representation by landlord and tenant
- Average judgment per case



Outcomes:

- Court ordered dismissals (for years where data is available)
- Stipulations (including stipulated dismissals followed by non-compliance if indicated within the court record of events)
- Docket tabulation- tabulation breakdown of all dispositional outcomes
- Percentage and number of sealed cases – (cases where the defendant's information is sealed)
- Breakdown of civil judgments and court costs/fees - Attorney fee, Docketing fee, Judgment amount, Service fee, Small claims filing fee, Other.
- Writs of Eviction issues (provided it is reliably indicated in the court record of events)

Spatial Data Analysis

- Generate choropleth zip code and census tract maps of counts/rates for:
 - o Evictions
 - o Overall DNS complaints/violations issued
 - o Overall discovery rate (proportion of complaints that resulted in a DNS violation)
 - o Overall retaliatory evictions
 - o Add in demographic composition of census tracts (age/race/ethnicity)
 - o Eviction rate for hyper-segregated neighborhoods (85% or more one race/ethnicity)
 - o Eviction rate for gentrifying neighborhoods
 - o Eviction rate for cost-burdened family (ratio of median rent to median income in a census tract)
- Generate proportional symbol map for identified parcels with high total evictions which will contain general information and summary statistics:
 - o Current landlord
 - o Past service requests and violations
 - o Total evictions
 - o Total proximate evictions
- Police reports on self-help eviction – requires MPD approval of data release
- Create model to forecast evictions per census tract

Retaliation:

- Evictions filed 30 days, 60 days, and 90 days *before* and *after* complaint and violation made.
 - o Break out by plaintiff
 - o Break out by current landlord
 - o Evictions with unresolved violations
 - o Discovery rate for evictions filed after and before close time/dates
 - o Employ unsupervised machine learning techniques to identify association of common service requests and violations.
 - o Multiple Occurrence of proximate evictions after a violation or service request by plaintiff and landlord

Identification of Exploitative Landlords:

- Identify plaintiffs and landlords who enter a stipulation and quickly follow up with affidavits of non-compliance
- Identify plaintiffs who file a second action while the first is pending (link based on same parcel addressor name of defendant)

- Identify landlords with common set of problematic features (high total violations, high open violations, high discovery rate, high evictions, high conveyance rate, high tax delinquency, long time to resolve code violations)
- Explore effectiveness of network analysis to identify landlords behind LLC

Limitations:

(1) Dismissed eviction cases are removed 2 years after the final order. They pose a limitation to potential longitudinal understanding of all eviction filings. Recent data will be analyzed separately, which will include dismissed cases. (2) Eviction data lacks demographic identifiers such as date of birth, age, sex, and race/ethnicity. Analysis of these factors cannot be directly measured. Given this limitation, this research will analyze demographic composition of census block/tract where eviction is taking place. The level of work involved in linking certain health outcomes is currently out of scope for this analysis.

Requirement from Other Partners:

- Requires an update of DNS violation and service request data from 1/1/2016 to the date the agreement is signed
- Requires DNS to upload violation and service request data monthly thereafter either (1) manually via secure transfer tool or (2) via a secure FTP process
- Data analysis is an iterative and non-linear inquiry. As a result, the existing data specified for this proposal may be insufficient to accurately model each indicator with the level of confidence desired by each party. To that end, if additional data is needed from the City of Milwaukee or Legal Action of Wisconsin (LAW), this proposal will allow the Medical College of Wisconsin (MCW) to submit an addendum to this proposal. MCW will indicate the type of data needed, how often it is to be provided, how the data will be stored by MCW, and in what format it is to be delivered. It will be the discretion of the City of Milwaukee and/or LAW to grant the request for additional data.
- Consultation and feedback from Legal Action, DNS, and City Attorney's Office as the project progresses