ADDENDUM TO
HEALTHIER WISCONSIN PARTNERSHIP PROGRAM
FUNDING AGREEMENT

This Addendum shall amend and be incorporated as part of the Healthier Wisconsin Partnership Program Funding Agreement ("AGREEMENT") _____between The Medical College of Wisconsin, Inc. and Milwaukee Public Schools and a Party to the AGREEMENT for a collaborative project entitled "Healthy Youth: Strong and Connected". This Addendum applies only to the mutual obligations between MCW and Milwaukee Fire Department and does not affect the obligations of any other party to the AGREEMENT.

The consideration for this Addendum shall be the initial entry into the AGREEMENT by Milwaukee Fire Department, which would not occur in the absence of this Addendum. The parties acknowledge that there is adequate consideration for this Addendum.

This Addendum regards Article 19 of said AGREEMENT that states:

> **ARTICLE 19. LIABILITY**
> COMMUNITY ORGANIZATION(S) shall indemnify, defend, and hold MCW harmless from any loss, cost, or expense of any kind, including but not limited to attorney's fees, arising out of or related to the use or acceptance of funds under this Funding Agreement contrary to its terms or contrary to applicable law. Except as expressly set forth in the preceding sentence, it is understood and agreed that each of the Parties are responsible for the acts and omissions of itself and its employees and neither of the Parties agree to indemnify the other Party for any such act or omission, provided however, that this Funding Agreement shall not constitute a waiver by either Party of any rights to indemnification, contribution, or subrogation which such Party may have by operation of law.

The Parties agree that the following language replace and supplement above stated Article in the AGREEMENT and shall be effective as of the date of the AGREEMENT:

> **ARTICLE 19. LIABILITY**
> In accordance with applicable laws, Milwaukee Fire Department shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of Milwaukee Fire Department' negligence for acts, policies, or directives that affect the activities covered by this Contract. Except as expressly set forth in the preceding sentence, it is understood and agreed that each of the Parties are responsible for the acts and omissions of itself and its employees and neither of the Parties agree to indemnify the other Party for any such act or omission, provided however, that this Funding Agreement shall not constitute a waiver by either Party of any rights to indemnification, contribution, or subrogation which such Party may have by operation of law.

Signatures

Douglas A. Holton Date Chief, Milwaukee Fire Department	Douglas R. Campbell Date Senior Vice President Finance and Administration Medical College of Wisconsin