

**AGREEMENT  
REGARDING A MUTUAL COOPERATION BETWEEN  
THE CITY OF MILWAUKEE, WISCONSIN AND  
FUSE CORPS, A CALIFORNIA NONPROFIT CORPORATION**

**This Agreement** (“Agreement”) is made by and between FUSE Corps, a California nonprofit corporation (“FUSE”) and the City of Milwaukee, Wisconsin (the “City”) (FUSE and the City are sometimes referred to herein collectively as the “Parties” and individually as a “Party”).

**WHEREAS**, FUSE is a nonprofit organization that operates an executive-level fellowship program with a mission to enable local government to more effectively address the most pressing challenges facing urban communities; and

**WHEREAS**, FUSE recruits, supports, and places individuals (the “Fellows” and each, a “Fellow”) enrolled in the FUSE Executive Fellowship program (the “Program”) for twelve-month fellowships working cooperatively with nonprofits and local government agencies; and

**WHEREAS**, in connection with the Program, the City may, at its discretion, work cooperatively with Fellows during the term of this Agreement to participate in opportunities to serve the community; and

**WHEREAS**, FUSE will employ the Fellows and maintain responsibility for the Fellows’ actions and liabilities; and

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

1. **Purpose.** The purpose of this Agreement is to document a framework of cooperation for the Parties to work on the specific projects described in Attachment 1 (the “Project”). The Parties agree that it is to their mutual benefit and interest to work cooperatively to effectuate the Project.

2. **Term and Effective Date.** The Term of this Agreement shall commence upon full execution of this Agreement, and expire on April 23, 2023, unless earlier terminated by the Parties in accordance with the terms of this Agreement or unless extended through an amendment (the “Term”).

3. **[Reserved]**

4. **Placement.** Upon completion and execution of this Agreement, the City will cooperate with Fellows who the staff of FUSE shall recruit, select, retain, and place to work on the specific Projects described in Attachment 1.

5. **Program Costs.** The City is not obligated to make any financial commitment as part of the collaboration associated with this Agreement. As a nonprofit organization, all of FUSE’s costs associated with providing Fellows for this collaboration have been covered by

donations from private foundations. The supporters of the specific projects detailed in Attachment 1 include these foundations.

**6. Fellow's Salary.** FUSE shall provide for compensation to be paid to each Fellow for services rendered in service to this Agreement. The City shall not be required to pay any additional compensation to the Fellow.

**7. Early Termination.** Either Party may elect to terminate this Agreement for any reason and at any time.

**8. Project Extensions.** The Parties may mutually agree to continue the Projects beyond the initial 12-month term of the Projects under the terms of this Agreement upon execution of an amendment.

**9. Cooperation by the City.** The City intends to assist and cooperate with FUSE and the Fellows in the performance of services in accordance with this Agreement and Attachment 1. To the extent allowed by law, the City, will provide physical or technical resources, including a computer and dedicated workspace, as the City determines are necessary in support the Fellow's work. In a virtual or hybrid work setting, the City will provide the Fellow with the appropriate technology (e.g. computer).

**10. No Employment Relationship with Fellow or FUSE.** (a) The Executive Fellow will be an employee retained by FUSE and will not be deemed to be an employee, independent contractor, consultant, agent, loaned executive or loaned employee of the City. The Fellow will have no authority to supervise, control or direct the work of any City employee and will not perform the functions of a City employee. The Fellow is expected to provide expertise not otherwise required of or possessed by City employees. The Fellow will not occupy any supervisory or confidential position, or one designed to affect the City's public policy. During the term of the Project, the Fellow shall not to engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with the City.

(b) At all times relevant to this Agreement, the Parties, and any affiliates thereof, shall remain contractors independent of one another, and neither Party (including representatives and sponsors of that Party or the Fellows) shall be deemed an employee, joint venture, or partner of the other. Neither Party has the authority to bind the other, and no employee, agent, sponsor, nor other representative of either Party shall at any time be deemed to be under the joint control or authority of the other Party, or under the joint control of both Parties. Neither Party shall have the right to control the other Party; however, FUSE and the City mutually agree as to the objectives set forth in this Agreement and Attachment 1. Each Party shall be solely responsible for the payment of its own federal, state, and local income taxes, as well as any Social Security ("FICA") and unemployment ("FUTA") taxes that Party may owe. FUSE and the Fellow shall not be entitled to, and shall not seek any benefits made available to the City's employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements from time to time), disability insurance, group term life insurance, workers' compensation, participation in any retirement plan for the City's employees, a salary reduction plan for certain child care and medical care costs, or training programs.

**11. Indemnity.** FUSE shall indemnify, protect and hold harmless City and its officials, employees and agents (the “Indemnified Parties”) up to a maximum amount of \$180,000, from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys’ fees, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) FUSE’s breach or failure to comply with any of its obligations contained in this Agreement, or (2) negligent or willful acts, errors, omissions or misrepresentations committed by FUSE, its officers, employees or agents in the performance of work or services under this Agreement (collectively “Claims” or individually “Claim”), including all fellows placed with the City. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, FUSE Corps’ costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties. The provisions of this Section shall survive the expiration or termination of this Agreement. Irrespective of any other term of this Agreement, City shall not be liable for: (1) any acts or omissions of its employees or agents acting outside the scope of their employment or agency pursuant to Wis. Stat. §§ 895.46(a) and 893.80, (2) nor shall City be liable for any claim, demand, action, proceeding, judgment, damage, liability, loss, cost, or expense for which City is immune pursuant to statutory or common law defenses or immunities.

**12. Public Records Law.** Contractor understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. 19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third party, the records of FUSE that are “produced or collected” by FUSE under this Agreement (“Records”). FUSE is further directed to Wis. Stat. §19.21, et. seq, for the statutory definition of Records subject to disclosure under this paragraph, and FUSE acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, FUSE is (1) obligated to retain Records for seven years from the date of the Record’s creation, and (2) produce such Records to City if, in City’s determination, City is required to produce the Records to a third party in response to a public records request. FUSE’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and FUSE must defend and hold City harmless from liability due such breach.

**13. Protected Health Information.** Fellows shall not be placed in any position that would allow the Fellow to come into contact with “protected health information” as defined by 45 CFR § 160.103 and Wis. Stat. §146.816; “registration records” or “treatment records” as defined in Wis. Stats. § 51.30; or “patient health care records” as defined in Wis. Stats. § 146.81.

**14. Reports and Information.** FUSE shall furnish the City with such statements, records, reports, data, and information as City may reasonably request pertaining to matters covered by the Agreement.

**15. Nondiscrimination.** It is City’s policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual’s 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 or 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 (“Protected Classes”), pursuant to Milwaukee Code of Ordinances (“MCO”) Section 109-9.

Contractors, in this case FUSE and Employ, and their subcontractors employing any resident of City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of City of Milwaukee.

**16. Living Wage.** FUSE agrees to pay all persons employed by FUSE in the performance of this Agreement, whether on a full-time or part-time basis, a base wage of not less than a living wage as defined by Section 310-13 of the Milwaukee Code of Ordinances.

**17. Insurance.** FUSE agrees to keep in full force an effect, for the term of this Agreement, the insurance described in the certificate(s) of insurance attached hereto as Attachment B.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

**FUSE CORPS**

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

Name: James Weinberg

Title: Chief Executive Officer

Date: \_\_\_\_\_

**CITY OF Milwaukee, Wisconsin**

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

Name:

Title:

Date: \_\_\_\_\_

Approved as to form and execution:

\_\_\_\_\_

Office of the City Attorney Date

## **Attachment 1**

### **Fellowship Project Description:**

#### **“Innovative Affordable Housing and Homeownership Strategies to Build Neighborhood-level Resilience”**

**Year Two Fellowship Extension of Cordella Jones**

**Department of City Development**

#### **PROJECT DELIVERABLES**

During Year Two of the project, the Executive Fellow will build on Year One deliverables to refine and begin implementation of the [Collective Affordable Housing Plan](#), that included input from over 100 stakeholders representing resident based organizations, housing practitioners, housing funders, and many others. Building on the momentum of Year One, the Executive Fellow will play the role of the Engagement and Advocacy Coordinator within the [Community Development Alliance](#) (CDA or “Alliance”), which includes representation from several government entities, philanthropy, and other civic institutions. The Executive Fellow will engage with housing adjacent agencies and residents to gain feedback on and endorsement of the Collective Affordable Housing Plan. Ultimately, the Executive Fellow will work to implement a Housing Advocacy Program to ensure communities can effectively advocate on behalf of housing needs, helping the city combat its affordable housing and homeownership crisis.

#### **Deliverable 1:**

- Gain feedback on and endorsement of the Collective Affordable Housing Plan by housing adjacent agencies
  - Develop a list of housing adjacent agencies that are critical for engagement and advocacy (“Adjacent Organizations”)
  - Develop an outreach plan to meaningfully engage 4 agencies each quarter
    - Engage up to 12 Adjacent Organizations on (a) endorsement of existing plan, (b) feedback on existing 2022 priorities, (c) ideas of 2023 priorities, and (d) improvements to process

#### **Deliverable 2:**

- Allow for continued meaningful digital engagement of residents
  - Develop a plan to create an Engagement section of the CDA website to
    - Implement Engagement Section of CDA website with support from communications vendor
    - Update the website with engagement materials as needed
  - Maintain the CDA engagement list
    - Support the weekly engagement of the broader public through CDA social media accounts
    - Email monthly communications to the CDA engagement list
  - Assisting in the preparation of Engagement Materials (i.e. presentations, videos, etc.) with the support of the Chief Alliance Officer and communications vendors

#### **Deliverable 3:**

- Develop a Housing Advocacy Training Plan and support broad implementation of the Collective Affordable Housing Plan
  - Form a plan that integrates Housing Advocacy into existing resident training efforts, so that resident leaders can effectively advocate on behalf of housing needs
    - Implement Housing Advocacy Training Plan
  - Assisting in the preparation of Implementation Team and other Governance Meetings

### **Fellow Support provided by the Placement:**

The City and its staff will facilitate introductions and meetings with key staff within the City as well as the community as appropriate to support the goals of the project.

**Executive Sponsor:** The Executive Sponsor is a high-ranking member of the agency's management team. They are the visible champion of the project within the agency and is the ultimate decision maker, with final approval on all phases, deliverables and scope changes. The Executive Sponsor will help ensure that this project achieves its full potential for impact. The designated Executive Sponsor for this project is Lafayette Crump, Commissioner – Department of City Development.

**Project Supervisor:** The Project Supervisor is the day-to-day driver of the project and will work directly with the fellow to oversee progress toward goals. They will introduce the fellow to key stakeholders, identify conflicts and help remove obstacles that may occur during project work. The designated Project Supervisor for this project is Vanessa Koster Deputy Commissioner – Department of City Development; and Teig Whaley-Smith, Chief Alliance Executive – Community Development Alliance.

**Collective Sponsor:** The CDA will provide additional mentoring and support to fellow on housing policy, collective action, and project management.