



Department of City Development
City Plan Commission
Redevelopment Authority of the City of Milwaukee
Neighborhood Improvement Development Corporation

Rocky Marcoux
Commissioner
rmarco@milwaukee.gov

Martha L. Brown
Deputy Commissioner
mbrown@milwaukee.gov

March 20, 2014

Mr. James R. Owczarski
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Owczarski:

Enclosed are copies of the fully executed Cooperation Agreements between the City of Milwaukee and ArtWorks for Milwaukee (Contract No. 14-016 (CM)); Dominican Center for Women, Inc. (Contract No. 14-017 (CM)); and Non-Profit Center of Milwaukee, Inc. (Contractor No. 14-018 (CM)). These all pertain to the Painting with Purpose Program.

These are for your file and record.

Please insert this agreement into Common Council Resolution File No. 131374, adopted February 11, 2014.

Sincerely,

Scott Stange
Department of City Development
Procurement and Compliance Manager

Enclosure



**COOPERATION AGREEMENT
REGARDING
PAINTING WITH PURPOSE PROGRAM**

**CITY OF MILWAUKEE
AND
ARTWORKS FOR MILWAUKEE, INC.**

ORIGINAL

This Cooperation Agreement ("Agreement") is entered into as of this 13th day of March, 2014 by and between the City of Milwaukee, a Wisconsin municipal corporation (hereafter "CITY"), through the Department of City Development (hereafter "DCD") and ArtWorks for Milwaukee, Inc., a Wisconsin non-stock corporation (hereafter "ArtWorks").

WHEREAS, the "Painting with Purpose" project (hereinafter "Project") utilizes community volunteers in conjunction with the installation of decorative window and door panels at vacant City-owned foreclosed properties to improve neighborhood appearance and pride; build community cohesion; reduce vandalism and crime; and mitigate the negative visual and psychological impacts associated with boarded-up homes

WHEREAS, the Project further provides an opportunity to address youth development by coordinating volunteer efforts to engage youth from the Amani neighborhood in artistic board-ups, increase community pride, provide positive activities for youth, increase employability and work-readiness skills and stimulate reinvestment in a neighborhood that has experienced significant foreclosure-related disinvestment; and

WHEREAS, the Common Council of the City of Milwaukee adopted Resolution No. 131374, on February 11, 2014, authorizing the allocation of funding for the Project and execution of this Agreement with ArtWorks; and

WHEREAS, DCD is authorized to administer said funds; and

NOW, THEREFORE, the City and ArtWorks, in consideration of the mutual promises of the parties, agree to as follows:

**ARTICLE I
ArtWorks Responsibilities**

1. ArtWorks agrees to implement and carry out the Project, to include providing all services, deliverables and reporting as detailed in the Scope of Services, attached hereto as Exhibit "A".
2. ArtWorks will provide DCD with sufficient data, detail and reports on a monthly basis to permit any necessary Project evaluation, including a final narrative report upon Project completion, in a format to be mutually determined.

ARTICLE II
City Responsibilities

1. City, by and through DCD, agrees to support and advocate for the Project in any necessary and appropriate way.
2. DCD will provide a maximum total of \$21,253.00 to ArtWorks for program administration and costs of program supplies. The funds will be disbursed as follows: \$17,002.00 (80% of the total project amount) will be disbursed after the execution of the agreement by all parties. The balance of \$4,251.00 (20% of total project amount) will be disbursed at the conclusion of the Project and after ArtWorks has completed the project, per the Scope of Services.

ARTICLE III
Audits and Inspections

At any time during normal business hours, as often as the City may request and upon reasonable notice, there shall be made available to the City for examination all of ArtWorks' records with respect to the matters covered by this Agreement and ArtWorks shall permit the City and/or its representatives and agents 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.

ARTICLE IV
Term of Agreement

The term of this Agreement shall commence upon the execution of the Agreement by the authorized representatives of the parties, and shall remain in force for the entire duration of the implementation of the Project. ArtWorks shall complete the project, per the Scope of Services, on or before November 21, 2014.

ARTICLE V
Termination

The City may terminate this Agreement if, in the opinion of the City, Artworks is not making sufficient progress in completing the Scope of Services, or is in breach of this Agreement, or any other reason, by giving at least 30 days notice in writing to ArtWorks specifying the effective date thereof. In the event of such termination, the City and ArtWorks agree and acknowledge that the City shall in no way be responsible for legal, equitable, or consequential damages alleged by ArtWorks as a consequence of termination under this section.

In the event of termination, ArtWorks shall repay to the City the funds referenced in Article II. The amount of the repayment shall be prorated based on the percentage of Painting with Purpose

sessions not yet completed, out of the total number of sessions to be completed, as required in the Scope of Services.

Further, the parties will continue to cooperate with respect to recordkeeping and sharing of information.

ARTICLE VI
Entire Agreement / Amendment

This Agreement 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. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

ARTICLE VII
Assignment

This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred without the prior written consent of either party. If such consent is given, the terms and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

ARTICLE VIII
Governing Law

This Agreement shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

ARTICLE IX
Notices

If any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, in which latter event it shall be deemed given five days after the date mailed. If it is to be sent to the City, then it shall be addressed as follows:

City of Milwaukee
Department of City Development
809 North Broadway
Milwaukee, WI 53202
Attention: Rocky Marcoux, Commissioner

If it is to be sent to ArtWorks, then it shall be addressed as follows:

ArtWorks for Milwaukee, Inc.
207 E. Buffalo St., Suite 600
Milwaukee, WI 53202
Attention: Terry Murphy, Executive Director

ARTICLE X
Public Records

ArtWorks 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.* ArtWorks further acknowledges that it is obligated to assist the City 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 ArtWorks must defend and hold the City harmless from liability under that law. Except as otherwise authorized under Wisconsin's Open Records Law, Corridor Corporation records regarding this Agreement and administration of the Project shall be retained for 7 years.

ARTICLE XI
Discrimination

ArtWorks shall not 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.

ARTICLE XII
Insurance

ArtWorks shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability policies, issued by a company or companies authorized to do business in the State of Wisconsin, and licensed by the Wisconsin Commissioner of Insurance, with liability coverage provided for therein in the amount of at least \$1,000,000.00 or such other amount acceptable to the City. To the extent reasonably possible, the City shall be named as an additional insured. The City shall be given at least ten (10) days written notice of cancellation or nonrenewal during the term of this Agreement. Upon execution of this Agreement, ArtWorks shall furnish the City with certification of insurance and, upon request, certified copies of the required insurance policies. In the event of any action, suit or other proceeding brought against the City upon any matter herein indemnified against, the City shall, within five (5) working days, give notice thereof to ArtWorks and shall cooperate with ArtWorks's attorneys in the defense of the action, suit or other proceeding.

ARTICLE XIII
Indemnification

ArtWorks shall indemnify and hold harmless DCD and the City, its officers, employees, and agents from and against any and all losses, claims, damages, expenses, and all suits in equity or actions at law arising from, in connection with or as a result of the Project or any actions of ArtWorks undertaken pursuant to this Agreement, except to the extent such losses, claims, damages, expenses, and suits are the result of default, negligence, or misconduct by the City, its officers, officials, employees, and agents.

ARTICLE XIV
No Partnership or Agency

Nothing in this Agreement shall be deemed to make ArtWorks a joint venturer, partner or agent of the City. ArtWorks shall not have the authority to act for or bind the City with respect to any matter whatsoever.

ARTICLE XV
Changes

Any changes to this Agreement shall be through a written amendment signed by authorized representatives of the City and ArtWorks.

ARTICLE XVI
Counterparts

This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. Facsimile and/or email-PDF copies of signatures shall be accepted as originals.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, each party has caused this Cooperation Agreement to be executed by its duly authorized officers, all as of the date of this Cooperation Agreement.

ARTWORKS FOR MILWAUKEE, INC.

BY: Terry Murphy
TERRY MURPHY
EXECUTIVE DIRECTOR

3-13-14
DATE

CITY OF MILWAUKEE,
a municipal corporation

BY: Natasha L. Baro
COMMISSIONER OF THE DEPARTMENT
OF CITY DEVELOPMENT

3/14/14
DATE

COUNTERSIGNED:

BY: Martin Mation
COMPTROLLER

3-19-14
DATE *ek*

Approved as to ~~Content~~, Form
and Execution

Ken P. Sullivan
Assistant City Attorney 3/19/14

EXHIBIT A SCOPE OF SERVICES

ArtWorks for Milwaukee is a local non-profit organization that provides art-based internship opportunities to Milwaukee High School students to teach them work readiness skills. Within the scope of this project ArtWorks will carry out the following:

- Identify a Project Coordinator to coordinate Painting with Purpose (PwP) project details and implementation on behalf of ArtWorks.
- Contract with local Lead Artist to provide services and instruction, management and supervision of youth volunteers engaged in panel production.
- Project Coordinator will work in conjunction with the lead artist to provide employability and work-readiness activities for 50 youth volunteers as part of the initiative.
- Work with Dominican Center for Women and lead artist to recruit high school aged youth volunteers from the Amani community as well as COA Goldin Center programs.
- During the grant period of February 21, 2014 to November 21, 2014, coordinate four six-week long Painting with Purpose sessions enrolling an average of 12-13 high school-aged volunteers per session. Youth volunteers will be drawn from the surrounding Amani neighborhood and from youth already engaged in programming being carried out at the COA-Goldin Center.
- Provide an average of 10 hours per week of employability and work-readiness training and arts education programming for youth volunteers enrolled in the program.
- For each six-week session, work with City and Dominican Center for Women to select ten properties which will have decorative panels installed at the completion of the session. Final property selection shall be approved by City and is subject to change if a property is sold, demolished, or otherwise becomes ineligible for installation of Painting with Purpose panels.
- Submit renderings/potential drawings of panel designs to City for approval before finalizing design.
- After City has approved properties to receive Painting with Purpose panels, submit to City a detailed summary of which window and door openings shall be covered with Painting with Purpose panels for City approval. It is expected that all first floor, second floor and basement windows (if requested by City) at the front elevation of the property will receive panels, as well as any doors that have been previously covered with boards. For corner properties, first floor, second floor and basement (if requested by City) windows on the street facing side of the property shall also receive Painting with Purpose panels.
- Ensure purchase of all supplies, including boards, paint, and any other supplies necessary to produce the Painting with Purpose panels consistent with Supplies Budget submitted to City of Milwaukee. It is expected that for the 40 homes to receive panels under the

program, there will be an average of 10-12 openings per property needing panels. Panel material shall be wood which is at least 7/16 of an inch thick.

- Work with Painting with Purpose partners to carry out any field measurements needed to determine the size of panels to be created for the properties to receive Painting with Purpose panels.
- During the six-week sessions, ArtWorks project staff will work with the enrolled youth volunteers to create door and window-sized panels to be placed on City-owned properties and work with Dominican Center for Women to plan and conduct property and block clean-up events in the Amani neighborhood.
- Make arrangements to store the panels created under the program until the completion of each session, at which time City will arrange for pick up and installation on selected properties.
- Coordinate dates and logistics for installation of decorative boards and other property/block clean-up events with City and Dominican Center for Women.
- Participate in property/block clean-up events.
- Work with Dominican Center for Women to promote property/block clean-up events and recruit additional volunteers to participate.
- Work with Dominican Center for Women to mark events with celebrations and thanks to those who participate. Any marketing or public relations materials produced to highlight Painting with Purpose program shall acknowledge funding support of City of Milwaukee, Neighborhood Improvement Development Corporation, and Cities of Service.
- Provide monthly updates to City which includes relevant photos, anecdotes, information on number of sessions held, number of volunteers participating, number of panels created, number of youth exhibiting improved work readiness skills as measured by ArtWorks pre and post-testing results, and other information required by City for reporting purposes.
- Under the supervision and direction of ArtWorks lead artist **Youth Volunteers** will:
 - Youth will be asked to commit to 10 hours of volunteering per week for 6 weeks.
 - Youth volunteers will receive guidance, instruction and supervision from project staff.
 - Prepare and produce decorative window and door panels for installation on selected properties.
- Carry out the programming activities for 50 youth volunteers at an approved work site such as the Children's Outing Association (COA) – Goldin Center or other appropriate sites.
- ArtWorks will carry out any legally required background checks for the ArtWorks program staff, contractors and volunteers who will work with youth under the program.