

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF MILWAUKEE & CENTER FOR YOUTH ENGAGEMENT, INC.
Regarding Beyond the Bell Initiative**

This Agreement, dated _____, 2016, is entered into by and between the City of Milwaukee (“City”) and Center for Youth Engagement Inc. (“CYE”) for good and valuable consideration.

RECITALS

- A. WHEREAS, the purpose of this agreement is to formalize a partnership between the City of Milwaukee’s Health Department (MHD) and CYE regarding CYE’s Beyond the Bell (BTB) initiative; and
- B. WHEREAS, as part of MHD’s Office of Violence Prevention, and in anticipation of an expanded City role in leading community violence reduction efforts, CYE and the City agree that staff dedicated to the BTB initiative will be co-managed by MHD and CYE under the terms of this Agreement.

AGREEMENT

- 1. **Recitals.** The parties agree to the recitals above and to the terms and conditions herein.
- 2. **Term.** Unless terminated sooner as herein provided, the term of this Agreement (“Term”) shall begin upon the later of: full execution of this Agreement, or official appointment of Reginald Moore to the position of Director of the MHD Office of Violence Prevention, and shall end on the earlier of: January 31, 2017, or the termination of Reginald Moore’s appointment to the position of Director of the MHD Office of Violence Prevention. The Agreement may be renewed by the parties, only upon written consent by both parties.
- 3. **Duties of City.** The City agrees that it will:
 - a. Manage, under the Director of the current MHD Office of Violence Prevention, activity, planning, and deployment of BTB programs and products.
 - b. Include BTB staff as appropriate in planning, strategies, and evaluation of a community action plan on youth development and violence prevention that employs a public health lens on those issues.
 - c. Use BTB work products, evaluation models, and documents in the planning and support of youth development and violence prevention initiatives.

- d. Provide office space, computers, and miscellaneous office supplies for specific CYE staff charged with executing BTB. Specific terms of the License to use office space are provided below.
- e. Make its grantee capacity with private, State, and/or Federal funders as co-applicant or lead applicant on grant applications that fund or include funding for BTB programs, support, and staff costs.

4. **Duties of CYE.** CYE agrees that it will:

- a. Allow MHD's Office of Violence Prevention to plan, coordinate, and develop BTB's existing and future programs under the direction of the Office of Violence Prevention for the duration of this agreement.
- b. Continue as employer of record for CYE staff charged with coordinating BTB activities and programs, including payroll processing and other requirements under both grants and relevant employment laws.
- c. Continue as grantee and administrator of grants for BTB programs received through the date of this Agreement, until the expiration or final expenditure of those funds.
- d. Facilitate use of existing BTB grant funds by the City of Milwaukee, or if necessary, transfer existing BTB grant funds to the City of Milwaukee, to support BTB programs and initiatives.
- e. Participate, as mutually agreed, in grants applied for by the City, including MHD or other City departments as appropriate, including reporting on expenses and program outcomes.
- f. Give MHD and the City of Milwaukee permission and rights to use BTB logos, materials, reports, digital assets, and other program products in the planning and deployment of community violence reduction efforts, or other City initiatives agreed upon by both parties, as appropriate and necessary for the duration of this Agreement.
- g. CYE will retain ownership rights of all BTB logos, materials, reports, digital assets, and other program related products created prior to and during the terms of this Agreement.

5. **License.** City allows CYE a license to enter and occupy cubical space to be designated by MHD on the third floor of the Ziedler Municipal building located at 841 N Broadway, Milwaukee, WI 53202 ("Office Space") between the hours of 8:00 a.m. and 4:45 p.m. on Mondays through Fridays. This license gives CYE temporary and qualified entry and occupancy rights that are personal privileges and that shall not be construed as giving CYE any interest or estate in the Office Space whatsoever ("License"). This is not a

lease or other conveyance of any interest or estate in real property. CYE is not a tenant or lessee of the building containing the Office Space or of the City. At any time, MHD may, at its sole discretion, increase or decrease the number, or change the location, of cubicles allocated to CYE.

6. **As-Is Condition of Office Space Licensed.** The Office Space is licensed to CYE on an As-Is, Where-Is basis, with all faults and defects, known or unknown, discovered or to be discovered, and with no representations or warranties, express or implied.
7. **License Fee.** No monetary fee.
8. **Use of Licensed Office Space.** CYE shall have the right to use and occupy the Office Space, as licensee, only for the purposes described under the Agreement section, paragraphs 1-4 of this
9. **Improvements to Licensed Office Space.** CYE is not allowed to erect any fixtures or permanent improvements in or on the Office Space.
10. **Insurance.** CYE shall, at its expense, obtain and maintain in place during the entire Term, insurance as described in strict compliance with **Exhibit A** attached hereto, and shall cause the City to be added as an additional insured on such insurance policy(ies). CYE shall – as a condition to it being able to use or enter the Office Space - provide to the City a Certificate of Insurance with the City of Milwaukee named as additional insured prior to commencement of the Term.
11. **Utilities Related to Licensed Office Space.** CYE shall not be charged by the City for the cost of utilities associated with the Office Space. As part of this License, CYE is permitted to use normal and customary amounts of the utilities associated with the Office Space.
12. **Surrender of Office Space Upon Termination of Agreement.** Upon the expiration of the Term, or termination of this Agreement, CYE shall peaceably and quietly deliver, yield up, and surrender possession of the Office Space to the City in good and clean condition, and as called for herein. The City may terminate this Agreement at any time for any reason by giving at least five business days notice in writing to CYE.
13. **Indemnification.** Notwithstanding any references to the contrary in this Agreement, CYE assumes full liability for all of its acts in the performance of this Agreement. CYE will save and indemnify and keep harmless the City against all liabilities, judgments, attorneys fees, costs, and expenses which may be claimed against the City in consequence of the granting of this Agreement and License to CYE, or which may result from the carelessness or neglect of (i) of CYE, its employees, officers, directors, volunteers, agents, contractors, subcontractor's or invitees, or (ii) of any occupant or invitee of or at the Office Space, or of anyone claiming by, through, or under CYE. The City shall have the right to tender the defense of any claim or action at law or in equity to CYE or CYE's insurer, and upon such tender it shall be the duty of CYE or CYE's

insurer to defend such claim or action without cost or expense to the City or its officers, agents, or employees.

14. **City Entry Rights.** The City may, without notice, enter the Office Space to inspect any part of the Office Space at any time.
15. **Audit.** 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 CYE 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.
16. **Breach; Governing Law.** 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. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in the City of Milwaukee for matters arising under state law and in federal district court in the eastern district of Wisconsin for matters arising under federal jurisdiction
17. **Not Employees.** CYE's co-managed employees are not employees of City. Neither CYE nor its employees shall receive any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of CYE's employment by CYE shall be the sole responsibility of CYE and/or its employees, irrespective of this Agreement.
18. **Notices; Contact Persons.** Notice required or permitted under this Agreement may be made only by the following methods: (1) by personal delivery to the recipient or the recipient's office at the address listed below; (2) by email to the recipient's email listed below; (3) by U.S. Mail addressed to the recipient at the address listed below and deposited in the U.S. Mail with sufficient postage. Notices given in accordance with these provisions shall be deemed given and received (1) when personally served or delivered to a person at the recipient's office at the address listed below, (2) if e-mailed during business days (Monday through Friday, excluding legal holidays) during business hours (8:30 a.m.- 4:30 p.m.) on days when Milwaukee's City Hall is open for business, or (3) if mailed, three business days after the postmark on such notice.

To the City:

City of Milwaukee Health Department
Attn: Sandra Rotar
801 North Broadway, 3rd Floor
Milwaukee, WI 53202-3617
Phone: 414-286-3175

Email: Sandra.Rotar@milwaukee.gov

To CYE:

Center for Youth Engagement Inc.
Attn: Board of Directors, Chair
Center For Youth Engagement
4850 W. Fond Du Lac Ave
Milwaukee, WI 53216

The above-named persons shall also be the respective contact persons for City and CYE for purposes of this Agreement.

19. **Approvals.** Unless otherwise expressly provided for in this Agreement, all submissions to the City, and all approvals or consents required to be obtained from the City, shall be submitted to or obtained from City's contact person named above.
20. **Severability of Provisions.** If any of the terms or provisions contained herein are declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions and conditions of this Agreement shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
21. **Captions.** The captions in this Agreement are for convenience and reference, and in no way define or limit the scope or intent of the various provisions, terms, or conditions.
22. **Binding Effect; Assignment.** The terms and conditions of this Agreement and License shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. CYE may not assign its rights or duties hereunder without City's prior written consent.
23. **Entire Agreement.** This writing constitutes the entire agreement between the parties hereto and may not be amended or altered in any manner except in writing signed by both parties.
24. **Non-Discrimination.** CYE 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 each employer 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. CYE agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.*

25. **Open Records.** This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Open Records Law (see Wis. Stat. Ch. 19, Subch. II, and, esp. Wis. Stat. §19.36(3) which includes records produced or collected under this License). 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.* CYE 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 CYE 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 termination of this Agreement.
26. **Conflict of Interest.** 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. CYE covenants that is presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CYE further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of CYE or its employee must be disclosed to the City.
27. **No Compensation.** CYE agrees that it will not provide any compensation, in any form, to Reginald Moore during the Term of this Agreement, or during the term of any subsequent renewals of this Agreement.
28. **Signatures; Counterparts.** CYE represents to City that its signatories have been duly authorized to sign this document on CYE's behalf. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY: THE CITY OF MILWAUKEE

By: _____
Name Printed: _____
Title: _____
Date: _____

**CYE: CENTER FOR YOUTH ENGAGEMENT
INC.**

By: _____

Name Printed: _____

Title: _____

Date: _____

COUNTERSIGNED:

By: _____

Martin Matson

Comptroller

Date: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____

Assistant City Attorney Andrea Fowler

Date: _____

1084-2016-346/226168

Exhibit A

CITY OF MILWAUKEE INSURANCE REQUIREMENTS

- A. The "City of Milwaukee" must be named as an additional insured.
- B. The insurance certificate must be an original and issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Electronic signatures are acceptable.
- C. A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

The City of Milwaukee shall be named as an additional insured with respect to liability coverage other than professional liability, and shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract, for any reason including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

"We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action."

A copy of the endorsement must be submitted with the certificate of insurance. A certificate of insurance evidencing such coverage shall be approved by the City Attorney and placed on file with the City of Milwaukee prior to commencement of work under this contract. The City Attorney reserves the right to examine and approve the actual policy of insurance before the City executes this Contract.

- D. The certificate holder shall be noted as:

City of Milwaukee
200 E. Wells Street, Room 601
Milwaukee, WI 53202

- F. Coverage Requirements.

Required?	COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED	
Yes	Worker's Compensation (The City does require Worker's Compensation coverage for Sole Proprietorships)	Statutory Limits	
Yes	Comprehensive General Liability	Bodily Injury:	\$500,000 per occurrence \$1,000,000 aggregate
		Property Damage:	\$500,000 per occurrence \$500,000 aggregate
Yes	Automobile Liability	Bodily Injury:	\$500,000 per person \$1,000,000 per occurrence
		Property Damage:	\$500,000 per occurrence
Yes	Professional Liability	\$1,000,000 per occurrence	