

**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 25, 2022, 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: Tom Barrett

Title: Mayor

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” - Department of City Development

PROJECT CONTEXT

Over the last decade, the affordable housing crisis has risen to a boiling point in the United States. Unfortunately, many Milwaukeeans are no strangers to these housing woes. Many residents are spending 50 to 80 percent, or more, of their income on rent or mortgage payments – double to triple the standard defined amount for affordable housing. In addition, the City’s overall homeownership rate has declined since the Great Recession, dropping by nearly 14% over the last decade. Black residents in Milwaukee are especially strained, with 40% of Black renters spending more than half of their incomes on rent and homeownership rates in Black neighborhoods decreasing by up to 28%. Currently, Milwaukee’s Black-white homeownership gap is higher than all but 8 of the 100 metro areas in the US. Moreover, there are an estimated 400 properties where a bank foreclosure was initiated but not completed, centered in these same Black and brown neighborhoods. These properties are a direct result of the homeownership crisis in the City, and while they create vacancy and blight, they also drag down property values which are critical for wealth building.

Like homeownership and household wealth, Covid-19 has also had an unequal impact on Black and brown Milwaukeeans. The pandemic’s economic fallouts have increased economic insecurity for families already facing housing trouble, and put the assets of Black and brown homeowners at risk. In response, the City has deployed over \$15M in immediate rent and mortgage assistance to families and placed multiple moratoriums on evictions. The connection between housing stability and health outcomes has never been more evident than during the Covid-19 crisis, and the City remains dedicated to creating or improving 10,000 units of affordable housing over the next ten years. This includes scaling the [Strong Neighborhoods Plan](#), investing in the [Westlawn Choice Neighborhood](#) initiative, closely monitoring mortgage delinquency and foreclosure data to stay ahead of another great loss in homeownership, and budgeting for \$6.5M in 2021 to be allocated for a variety of housing and homeownership programs. These programs would prioritize reducing racial gaps in homeownership and supporting new and innovative homeownership models that maximize long-term affordability and community control of land. Milwaukee is looking to build neighborhood-level homeownership and housing resilience in the face of any future public health and economic challenges.

To support these efforts, the City’s Department of Development will partner with FUSE Corps to host an Executive Fellow for one year who will design and institutionalize an action-oriented strategic plan for innovative, affordable housing and homeownership in the City. The Executive Fellow will work across providers to map all of Milwaukee’s affordable housing and homeownership programs and resources; engage communities directly, primarily those in Black neighborhoods, to assess their needs and desires; and detail processes for scaling and piloting innovative alternative affordable housing models. This comprehensive response by the City to provide sustainable, affordable housing and homeownership options will enable Milwaukeeans to gain opportunities for upward mobility through their housing.

PROJECT SUMMARY & POTENTIAL DELIVERABLES

The following provides a general overview of the proposed Executive Fellowship project. This summary and the potential deliverables will be collaboratively revisited by the host agency, the Executive Fellow, and FUSE staff during the first few months of the Executive Fellowship, after which a revised scope of work will be developed and agreed upon by the FUSE Executive Fellow and the host agency.

Starting May 1, 2021, it is proposed that the FUSE Executive Fellow will work to quickly build deep relationships with a wide range of critical stakeholders, including staff across City departments; philanthropic and business institutions, specifically those apart of the Community Development Alliance (Greater Milwaukee Foundation, Zilber Family Foundation, Northwestern Mutual); the Housing Authority of Milwaukee and the Wisconsin Housing & Economic Development Authority (WHEDA); Local Initiatives Support Corporation (*LISC*) Milwaukee; local community development financial institutions (CDFIs); and local action-oriented non-profits such as Acts Housing and other housing counseling agencies. The Executive Fellow will also conduct direct community engagement, focusing outreach in majority Black and high eviction neighborhoods.

Through this initial listening tour with stakeholders, the Executive Fellow will conduct a landscape assessment to map all of Milwaukee's affordable housing and homeownership programs, policies, and resources. The Executive Fellow will collate community needs, identify gaps in access to these programs and resources, the community's desires for more affordable housing options, and demand for homeownership in critical neighborhoods. This community assessment will be vital in determining the City's broader development strategy, centering typically underinvested communities' voices in future innovation housing programs and financial incentives. The Executive Fellow will also research national best practice and innovative alternative affordable housing models, exploring the applicability of these models locally.

The Executive Fellow will work with internal and external stakeholders to develop an action-oriented strategic plan for innovative housing and homeownership in the City, with the primary goal of expanding opportunities for Black Milwaukeeans to gain capital and upward mobility through housing and homeownership. The plan will outline other short and long-term goals, timelines, and priority areas. This plan should be flexible and easily integrated into the Inter-Agency Housing Plan currently in development. The Executive Fellow will detail which existing programs and resources are most impactful, how those can equitably be scaled, the programs and resources that should be phased out or merged, and which new programs, policies, and resources should be piloted. This will include determining each program's financial implications, developing models outlining each program's financial needs over the next 3-5 years, and return on investment (overall impact on goals) year over year.

In the next phase, the Executive Fellow will create a thorough and holistic implementation framework. The framework will establish clear roles of internal and external stakeholders, building strong lines of communication and collaboration between the public, private, and non-profit sectors. The Executive Fellow will work to initiate activities that are most urgent and can be implemented quickly. This will include collecting all applicable data across key stakeholders, determining processes for consistent sharing on this information, and designing a unified and shared data system for tracking progress on goals, and the long and short-term impacts of the plan. This Executive Fellow will also foster strong community feedback loops, to support determination of which new programs to pilot or how alterations to current resources are perceived. The Executive Fellow will be essential to combatting the looming eviction and affordable housing crisis facing Milwaukee.

By April 2022 the Executive Fellow will have overseen the initial implementation of the strategic plan, making sure it is as efficient and effective as possible. This will include the following:

- *Participate in deep community engagement* – Connect with individuals and community-based organizations in key neighborhoods to understand community needs, gaps in resources, and access issues; bring forward the community-voice to articulate strategies and policies that will have the most community impact
- *Conduct a thorough review of the current landscape* – Conduct a deep landscape analysis, collating all relevant programming, policies, and processes; map gaps and identify cross-cutting themes; collect and analyze existing data; strengthen existing lines of communication between stakeholders
- *Develop recommendations and form a comprehensive strategic plan* – Outline short and long-term goals, timelines, priority areas, in close consultation with key stakeholders; scale or design programs and resources that will be most impactful; model out financial implications of each program; determine which new models to pilot or scale first
- *Engage stakeholders and catalyze buy-in* – Demonstrate cross-cultural agility and successfully engage with all relevant stakeholders; solicit feedback from major stakeholders on strategic plan; identify barriers to implementing any recommendations; incorporate input from stakeholders to build consensus and ensure that the strategy is supported and successful
- *Develop implementation framework and roll out recommendations* – Develop a shared vision and goal for the plan; establish framework with clear roles of internal and external stakeholders, collate relevant data and metrics, setting benchmarks for tracking progress; develop processes for continued sharing of information among stakeholders
- *Support long-term implementation* – Oversee implementation of strategies considered low-hanging fruit; work with leadership across Departments to manage the initiative; measure and broadly share progress towards goals; create the necessary internal and external systems to ensure proposed strategies are sustainable and can successfully be implemented, including continued incorporation of feedback from the community

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 Tom Barrett, Mayor of Milwaukee.

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 Lafayette Crump, Commissioner – Department of City Development.

Attachment 1 (Contd.)

Fellowship Project Description:

“Ensuring Equitable Access to High-Quality Early Childhood Care and Education Services for Every Milwaukee Neighborhood” – Mayor’s Office of Early Childhood Initiatives

PROJECT CONTEXT

In recent years, the conversation around early childhood care and education has garnered increased attention. Studies have found that the period of time from a child’s birth to when they enter kindergarten has far-reaching impacts, with the potential for high quality early care and education to benefit America’s social and economic future immensely. Unfortunately, access to high quality early childhood care and education is not readily available for many families in Milwaukee. The City of Milwaukee has roughly 47,000 children under the age of 6, half of whom are estimated to lack equitable access to high-quality early care and education services. More than 14,000 children under the age of 3 are directly impacted, and over 27,000 children lack access to three-star+ child care providers. Additionally, the cost of early childhood care and education is almost triple the national average, with Milwaukee families having to pay 20% of their income or more for these services. These early childhood care and education deserts are found predominantly in the historically segregated and underinvested communities of color in the City – neighborhoods in which educational, economic, and housing inequity has endured for generations.

Before the public health and economic crisis of the COVID-19 pandemic, the early childhood care and education sector was operating on razor-thin margins, leaving too many families – especially Black and Brown families who live in these historically underinvested neighborhoods – without access to high quality and affordable care. As coronavirus cases continue to rise to record highs, Milwaukee childcare providers struggle to remain open and to capacity. This has left many essential workers, who are predominantly Black and Brown residents, without safe and nurturing care environments for their children – putting further strain on these families. With this in mind, the City has launched the POP Spot initiative to encourage language and literacy rich spaces in every neighborhood. These POP Spots include bus stops, Women and Infant Clinics, and family courts. The City has also built on successful programs, such as the Family Read, Play & Learn laundromat spaces which turns laundry time into learning opportunities for children. The City is working to lift, scale, and sustain this work to ensure Milwaukee’s children are prepared for academic, social-emotional, and lifelong success.

To support these efforts, the City’s Office of Early Childhood Initiatives will partner with FUSE Corps to host an Executive Fellow for one year who will design and institutionalize a comprehensive early childhood care and education strategy. The Executive Fellow will focus on key zip codes and neighborhoods, first assessing current programming, policy, gaps in access, and availability of resources, and then forming action plans and concrete metrics for improvement across multiple lines of early care and education. The Executive Fellow will be essential to developing a cohesive response to early childhood care and education deserts in the City, ultimately increasing every Milwaukeean’s access to prenatal care, child care, and literacy-rich environments.

PROJECT SUMMARY & POTENTIAL DELIVERABLES

The following provides a general overview of the proposed Executive Fellowship project. This summary and the potential deliverables will be collaboratively revisited by the host agency, the Executive Fellow, and FUSE staff during the first few months of the Executive Fellowship, after which a revised scope of work will be developed and agreed upon by the FUSE Executive Fellow and the host agency.

Starting May 1, 2021, it is proposed that the FUSE Executive Fellow will work to quickly build deep relationships with a wide range of critical stakeholders, including staff across City departments; local non-profits, specifically United Way, and philanthropic organizations, academic institutions; the local school district; child care centers; and community members and community-based organizations. The Executive Fellow will focus their engagement around seven neighborhoods where there are Community Schools as well as areas where there are limited child care centers with a three-star+ rating. Through this initial listening tour with key stakeholders the Executive Fellow will conduct a landscape assessment to map Milwaukee's existing early childhood care and education programs, policies, and resources (financial and otherwise). The Executive Fellow will identify gaps in access to these programs and resources. The Executive Fellow will also research national best practice models around early childhood care and education programs and policy, exploring the applicability of these models locally.

The Executive Fellow will work with internal and external stakeholders to develop an innovative strategic plan to address the early childhood care and education deserts in Milwaukee. The plan will detail which existing programs, policies, and resources are most impactful, how those can equitably be scaled; the programs, policies, and resources that should be phased out or merged; and which new programs, policies, and resources should be piloted. The plan will place emphasis on building action plans with the child care centers in key neighborhoods of color to increase the quality of these centers, the number of children attending these centers, and address the work force shortage and underpay of early child care educators.. A marketing and outreach strategy will be ingrained into the plan to reach and connect more families to the pipeline of resources and programs that has been collated, focusing on families previously not involved or who are the hardest to reach. This strategy will address key spaces and touch points where the families can be reached. The Executive Fellow will design a data system for tracking long and short-term impact of the action plans and improvement in early childhood care and education in the City.

In the next phase, the Executive Fellow will create a thorough and holistic implementation framework. The plan will outline short and long-term goals, timelines, priority areas, and clear roles of internal and external stakeholders. The Executive Fellow will work to initiate activities that are most urgent and can be implemented quickly. The Executive Fellow will build the data system and keep track of progress on goals, including collecting metrics across multiple lines of improvement: the number of families reached and participated, the number of child care centers reached, the type of resource connection offered to both families and child care providers, the number of children ready for Kindergarten, the number of child abuse and neglect referrals made to the Department of Children & Family Services in key areas, the number of child care facilities that showed improvement in quality, and the number of parents participating in child care subsidy. This comprehensive strategy will enable the City to ensure equitable access to prenatal care, child care, and literacy-rich environments for all Milwaukee families, effectively dismantling early childhood care and education deserts in the City.

By April 2022 the Executive Fellow will have overseen the initial implementation of the strategic plan, making sure it is as efficient and effective as possible. This will include the following:

- *Participate in deep community engagement* – Connect with families and community-based organizations in key neighborhoods to understand community needs, gaps in resources, and access issues; bring forward the community-voice to articulate strategies and policies that will have the most community impact

- *Conduct a thorough review of the current landscape* – Conduct a deep landscape analysis, collating all relevant programming, policies, and processes; map gaps and identify cross-cutting themes; collect and analyze existing data; strengthen existing lines of communication between stakeholders
- *Develop recommendations and form a comprehensive strategic plan* – Identify a shared vision and goal for the initiative; in close consultation with key stakeholders, scale or design programs, policies, and resources that will be most impactful; build quality/attendance improvement action plans for care centers with less than three-star+ ratings in certain zip codes; design a marketing and outreach strategy to reach families in key neighborhoods; identify relevant data and metrics, setting benchmarks for tracking progress
- *Engage stakeholders and catalyze buy-in* – Demonstrate cross-cultural agility and successfully engage with all relevant stakeholders; solicit feedback from major stakeholders on strategic plan; identify barriers to implementing any recommendations; incorporate input from stakeholders to build consensus and ensure that the strategy is supported and successful
- *Develop implementation framework and roll out recommendations* – Establish framework outlining short and long-term goals, timelines, priority areas, clear roles of internal and external stakeholders, and build data systems for tracking progress
- *Support long-term implementation* – Oversee implementation of strategies considered low-hanging fruit; work with leadership across Departments to manage the initiative; measure and broadly share progress towards goals; and integrate accountability mechanisms for long-term deployment of the framework

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 Tom Barrett, Mayor of Milwaukee.

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 Dea Wright, Director – Mayor's Office of Early Childhood Initiatives.