

INTERGOVERNMENTAL COOPERATION AGREEMENT

BETWEEN

CITY OF MILWAUKEE

AND

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

THIS AGREEMENT is entered into between the City of Milwaukee (CITY), through the Department of City Development (DCD), and Board of Regents of the University of Wisconsin System (the UNIVERSITY), doing business as the Division of Cooperative Extension of the University of Wisconsin-Extension, on behalf of the Milwaukee County Cooperative Extension (MCCE).

GENERAL SERVICE DESCRIPTION – The UNIVERSITY hereby agrees to provide services to the CITY for the purpose of supporting the City’s efforts to address the impacts of mortgage foreclosures and subprime lending in Milwaukee, as described in Section III of this Agreement.

TIME OF PERFORMANCE - To retroactively commence on October 1, 2008 and be completed March 31, 2010, with an option to extend for an additional 90 days through June 30, 2010, upon mutual agreement of the parties. If either party is unable to continue its role, a 60 day notice will be given to the other party.

PAYMENT - The services shall be provided in accordance with the terms and conditions stated in Section IV of this Agreement, unless different terms and conditions are agreed upon by the parties in writing.

WHEREAS, the UNIVERSITY is desirous of providing the CITY with the services described in Section III of this Agreement, to be provided by its employee, Suzanne Dennik (DENNIK); and

WHEREAS, the UNIVERSITY is desirous of providing the CITY with clerical support for the services described in Section III of this Agreement, as necessary, through June of 2009; and

WHEREAS, DENNIK will be provided office space within DCD, 809 N. Broadway, Milwaukee, and report to Commissioner of DCD's designee, Maria Prioletta (PRIOLETTA), Redevelopment and Special Projects Manager; and

WHEREAS, the CITY and the UNIVERSITY are desirous of entering into this Intergovernmental Cooperation Agreement as authorized by § 66.0301, Wis. Stats.; and

WHEREAS, the UNIVERSITY represents itself as being capable, experienced, and qualified to undertake and perform the services described under the terms and conditions of this Agreement, through the use of its employee, DENNIK, as an independent contractor of the CITY; and

WHEREAS, the Common Council of the City of Milwaukee, through Resolution File No. 080885, adopted on October 29, 2008, authorized the Commissioner of DCD to enter into this Agreement;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. RETENTION OF SERVICES. The CITY hereby agrees to engage the UNIVERSITY and the UNIVERSITY hereby agrees to perform through the use of its employee, DENNIK, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement.

II. REQUIREMENTS. The UNIVERSITY through DENNIK, is required to:

A. Do, perform, and carry out in a satisfactory, timely and proper manner, the services delineated in this Agreement.

B. Comply with requirements listed with respect to billing, avoiding conflicts of interest, and other matters relating to the performance of the services.

III. SCOPE OF SERVICES.

The UNIVERSITY, through DENNIK, shall provide services, at the direction and with the approval of PRIOLETTA, to coordinate, review, and implement the work of DCD's Milwaukee Foreclosure Partnership Initiative (MFPI) in the following areas:

1. With direction from PRIOLETTA and the Mayor's office, facilitate the process of strategy development and implementation planning in the CITY's MFPI to prevent foreclosure, intervene in foreclosure and stabilize neighborhoods affected by foreclosure, including assisting in the implementation of programs and strategies to achieve the CITY's goals.

2. Support the MFPI task force chairs and the Common Council Foreclosure committee by providing oversight that includes analytical, educational and technical support to their members.

3. Work with the task force, its subcommittees, CITY departments and policymakers to assist in creating and implementing an education and outreach strategy that will communicate the work of MFPI and foreclosure programs and resources to the community.

4. Maintain effective working relationships with and among partners and stakeholders.

5. Facilitate communication among service providers, community educational institutions, financial institutions, government, consumers, and other partners and initiatives.

6. Facilitate the process of strategy development in the MFPI workgroups to best utilize federal neighborhood stabilization funds.

7. Assist CITY to identify additional resources to implement MFPI programs and initiatives.

8. Assist in identifying and educating MFPI partners, policymakers and the community about the most effective “best practices” for preventing and intervening in foreclosures based on local and national research.

IV. SPECIFIC CONDITIONS OF PAYMENT. Payment will be made to UNIVERSITY according to the following schedules upon satisfactory performance:

1. The UNIVERSITY shall submit an itemized bill for DENNIK’s services. CITY agrees to pay the bill upon review and approval by PRIOLETTA on the basis that the charges are reasonable and that the work was necessary to perform.

2. The UNIVERSITY shall be paid \$5000.00 per month, following submission of itemized invoices showing work hours expended by DENNIK. Invoices shall be submitted quarterly. The CITY’s payment will be distributed by the UNIVERSITY such that DENNIK is compensated for work performed pursuant to this contract at an annualized FTE rate of \$60,000. It is understood and agreed that DENNIK must devote sufficient hours to perform all the duties described in Section III of this Agreement. It is understood that DENNIK is an employee of the UNIVERSITY, and may provide consulting services to others.

3. The CITY will pay DENNIK’s out-of-pocket expenses for long-distance telephone charges, photocopying charges, document filing fees, mileage, transcript fees, facsimile transmission charges, parking, and other legitimate expenses, to the extent that they are not compensated by the UNIVERSITY. The CITY will not be responsible for costs associated with maintaining DENNIK’s licenses or memberships in organizations. The CITY will provide

DENNIK with adequate work space, computer and telecommunications equipment, and support staff in the DCD offices.

4. Payments due the UNIVERSITY for work completed shall be made promptly pursuant to the CITY's prompt-payment policy.

5. The CITY shall pay under this Agreement an amount not to exceed \$90,000.00 for the entire eighteen-month term of this Agreement.

V. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the UNIVERSITY at:

Eloisa Gomez, Director
Milwaukee County Cooperative Extension Office
9501 W. Watertown Plank Rd.
Wauwatosa, WI 53226-3552

and to the CITY at:

Department of City Development, Attn: Commissioner
809 North Broadway, 2ND Floor
Milwaukee, WI 53202

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

VI. DOCUMENTS and MEETINGS.

A. The UNIVERSITY agrees to submit reports, through DENNIK, as may be required by the CITY at such times as may be scheduled for submittal. DENNIK shall be made available to meet with CITY representatives, and to attend meetings or hearings, as requested by the PRIOLETTA.

B. All outreach materials, presentations and reports produced by DENNIK will be the property of the CITY, which shall have the right to use same for any purpose without any further

compensation to the UNIVERSITY or DENNIK. Such materials will be made available to the UNIVERSITY for non-commercial use in connection with UNIVERSITY-sponsored activities consistent with the goal of addressing the impacts of mortgage foreclosures and subprime lending. The UNIVERSITY shall assist the CITY in meeting its obligations under the Wisconsin Public Records Law.

C. If this Agreement is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Agreement shall be immediately transmitted to the CITY at the effective date of such termination.

VII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance. The UNIVERSITY agrees that the performance of the work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Agreement, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Additional Fringe or Employee Benefits. DENNIK shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

C. Taxes, Social Security, and Government Reporting. Personal income tax payments, social security contributions, and all other governmental reporting and contributions required as a consequence of the UNIVERSITY receiving payment under this Agreement shall be the sole responsibility of the UNIVERSITY.

D. The CITY shall indemnify and hold harmless DENNIK and the UNIVERSITY for any claims or liability that may arise as the result of DENNIK'S actual performance of professional services under this Agreement.

The UNIVERSITY, as a unit of the State of Wisconsin, is protected by § 895.46(1), Wis. Stats. This coverage protects the UNIVERSITY, its officers and staff, from and against any and all claims, damages, liabilities, costs and expenses (including legal fees) arising out of any acts or omissions considered within the scope of its employment and operations. The UNIVERSITY and the CITY will notify each other promptly of any legal claim or action arising in connections with performance under this Agreement.

E. Subcontracting. The UNIVERSITY shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the Commissioner of DCD, nor shall it utilize the services of anyone other than DENNIK (except clerical support as necessary through June 2009) for the performance of the work described in this Agreement, without the written consent of the Commissioner of DCD.

VIII. TERMINATION OF CONTRACT. The CITY, acting by the Commissioner of DCD, may terminate this Agreement at any time for no reason by giving five days' notice in writing.

If the Agreement is terminated by the CITY as provided herein, the UNIVERSITY will be paid for services actually performed.

IX. CHANGES. The CITY may from time to time request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of UNIVERSITY's compensation that are mutually agreed upon by and between the CITY and the UNIVERSITY, shall be incorporated in written amendments to the Agreement.

X. ASSIGNABILITY. The UNIVERSITY shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation, or any other manner), without the prior written consent of the Commissioner of DCD; provided, however, that claims for

money due or to become due the UNIVERSITY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the Commissioner of DCD.

XI. RECORDS.

A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of seven years after receipt of the final payment under this Agreement.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

XII. REPORTS AND INFORMATION. At such times and in such forms as the CITY may require, there shall be furnished the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

XIII. AUDITS AND INSPECTIONS. At a mutually agreed upon 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 will permit the CITY or such agency and/or representatives of the Comptroller General 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 or employment and other data relating to all matters covered by this Agreement.

XIV. FINDINGS. All reports prepared or assembled by the UNIVERSITY or DENNIK under this Agreement, and any confidential information of the CITY incorporated into such reports, shall not be disclosed by the UNIVERSITY to any other party without the prior written approval of the CITY, subject to the provisions of the Wisconsin Public Records Law and as allowed under Article VI.B. of this Agreement

XV. CONFLICT OF INTEREST.

A. Interest in Contract. 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.

B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality 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.

C. Interest of UNIVERSITY and Employees. The UNIVERSITY covenants that no person who exercises any functions or responsibilities in connection with the Agreement other than DENNIK has any personal financial interest, direct or indirect, in this Agreement. The UNIVERSITY further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. It is understood and agreed by the UNIVERSITY that DENNIK shall not perform any services under this Agreement that may directly affect the interests of the UNIVERSITY without first making full disclosure to the Commissioner of DCD in writing, and obtaining the Commissioner's approval in writing. The UNIVERSITY further covenants that in the

performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of the UNIVERSITY or its employees must be disclosed to the CITY; provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

XVI. DISCRIMINATION PROHIBITED.

A. In all hiring or employment made possible by or resulting from this Agreement there (1) will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.

B. No person in the United States shall, on the ground of race, color, sex orientation, 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.

C. The UNIVERSITY will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

IN WITNESS WHEREOF, the UNIVERSITY and the CITY have caused this Agreement to be executed for and on their respective behalves as of the dates hereinafter set forth.

Dated and signed this _____ day of _____, 200____.

**CITY OF MILWAUKEE,
a municipal corporation**

BY: _____
COMMISSIONER OF THE DEPARTMENT
OF CITY DEVELOPMENT

DATE

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM, on
behalf of the University of Wisconsin-Extension**

BY: _____
SUE SCHYMANSKI
Associate Vice Chancellor, UW-Extension

DATE

COUNTERSIGNED:

BY: _____
CITY COMPTROLLER

DATE

Approved as to Form and Execution

Assistant City Attorney

CITY OF MILWAUKEE

By _____
Tom Barrett, Mayor

DATE

By _____
Ronald D. Leonhardt, City Clerk

DATE