

Background

The Milwaukee County Youth Commission (“Youth Commission” or “Commission”) was revived in 2022 and consists of 20 members, age 14 to 18, who reside in Milwaukee County and attend high school. The commission exists to:

- Serve and advance the interests of Milwaukee County youth;
- Make advisory recommendations about policy and budgetary decisions to the Milwaukee County Board of Supervisors; and
- Advance Milwaukee County’s mission of achieving racial equity.

There are two standing committees of the Youth Commission:

- Committee on Governance, Finance, and Evaluation
- Committee on Community Engagement and Racial Justice

These standing committees have approved action plans to guide their work that include the following goal using a SMARTIE format (Specific, Measurable, Achievable/Attainable, Relevant, Time-bound, Inclusive, and Equitable):

Direct financial resources to three priority areas to decrease homelessness, improve/promote mental health, and increase civic engagement among young people in Milwaukee County through the use of the \$25,000 allocated for microgrants identified by the Milwaukee County Youth Commission [Committee on Community Engagement and Racial Justice] by December 31, 2024, including the direct input of individuals with lived experience, using an equity lens.

Application Overview

In 2024, the Youth Commission will award up to five microgrants of \$5,000 each to youth-led efforts to advance the Youth Commission’s identified priorities for youth in Milwaukee County:

- Ending youth homelessness;
- Increasing access to mental health resources for youth; and
- Increasing youth civic engagement.

Eligibility

Non-profit organizations or high school-based student organizations located in Milwaukee County that directly serve or benefit youth ages 14-18. *Individuals or for-profit, religious, partisan, and political (C4)*

organizations are NOT ELIGIBLE.

Expectations and Deliverables

To be added

Evaluation Criteria

Evaluation Category	Points Possible	Percentage
Background and Experience	10	25%
Project Proposal	10	25%
Commitment to Racial Equity	10	25%
Timeline and Budget	10	25%
Total	40	100%

Service Agreement Requirements

Any grantees must meet the following requirements to receive a microgrant from and enter a service agreement with Milwaukee County. Please see the sample service agreement starting on page 4 of this document. If an organization or school requires that contracts/agreements that meet a \$5,000 threshold be approved by a governing body (e.g. school board), please ensure that you follow that process when applying for a microgrant.

- Tax exempt status or public entity
- W-9
- Be registered to do business in Wisconsin
- Insurance requirements- to be added by Risk Management

Timeline

Date(s)	Activity
April 30, 2024	Application will open on the Youth Commission website
May 15, 2024	Application Info Session during the Youth Commission Committee of the Whole meeting (hybrid format- Milwaukee County Courthouse Room 203-R and Microsoft Teams, 5:30 p.m.)
May 30, 2024	Applications are due
May 31-June 4, 2024	Applications are scored by members of the Youth Commission
June 5, 2024	Awards are announced during the meeting of the Committee on Governance, Finance, & Evaluation (hybrid format- Milwaukee County Courthouse Room 203-R and Microsoft Teams, 5:30 p.m.)

June 12, 2024	Awards are approved by the full Youth Commission at its Committee of the Whole meeting (hybrid format- Milwaukee County Courthouse Room 203-R and Microsoft Teams, 5:30 p.m.)
June 13- July 31, 2024	Contracts are signed, funds are dispersed (see requirements)
August 1, 2024	Beginning of grant period
December 31, 2024	End of grant period
January 31, 2025	Final reports are due

DRAFT

Sample Service Agreement

This **SERVICE AGREEMENT** (the “**Agreement**”), dated as of the final signature on this Agreement (the “**Effective Date**”), is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its Department of Transportation (the “**County**”) and _____ (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”).

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

1. Order of Precedence.

The Agreement includes the following documents, incorporated by reference, in the following order of precedence, which will be followed in resolving any inconsistencies between the terms of the Agreement and the terms of any Exhibits, Attachments, or Amendments to the Agreement:

- a. This Agreement
- b. Milwaukee County’s Request for Application (Exhibit A)
- c. Contractor’s Application (Exhibit B);

2. Scope of Work.

Contractor shall specifically perform all services and provide all deliverables identified in Exhibit A and Exhibit B.

3. Term and Termination.

a. Term.

The Term of this Agreement shall commence on August 1, 2024, and shall continue in full force and effect for six months, unless terminated in accordance with this Section.

b. Termination.

The Parties may terminate this Agreement as detailed in this Section. Upon termination of this Agreement for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination.

i. Termination by Contractor.

Contractor may, at its option, terminate this Agreement upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate, undisputed billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination, including any retainage.

ii. Termination by County for Violations by Contractor.

If the Contractor fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of Agreement, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Agreement.

iii. Unrestricted Right of Termination by County.

The County further reserves the right to terminate the Agreement at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination and upon receipt of notice of termination, the Contractor shall reduce its activities hereunder as mutually agreed to by the Parties. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of any services under the Agreement.

iv. County's Retention of Rights.

County shall retain any and all fully vested rights that exist on the effective date of termination. In the event that County terminates this Agreement, County's liability and Contractor's exclusive remedy will be limited to County paying Contractor for Services and Deliverables completed in accordance with the terms of this Agreement, provided, however, that such payment will not exceed the unpaid amounts due under the Scope of Work.

4. Compensation.

a. Fees & Payments.

Invoices shall be mailed to Milwaukee County Accounts Payable, Room 301, Milwaukee County Courthouse, Milwaukee, Wisconsin, 53233. Invoices shall state whether delivery is for a full or partial order and shall show units and unit prices. All invoices submitted must include contract, agreement related to payment obligation. Invoices not containing this information will be considered not to be "properly completed invoice" under Wisconsin State Statue SS 66.0135 (2)(a) but "improper invoices" under Wisconsin State Statue SS 66.0135 (7) for purposes of prompt payment. Improper invoices will be returned per Wisconsin State Statue SS 66.0135 (7)

b. Invoicing.

Milwaukee County does not pre-pay for services. Contractor must submit invoices to the County which include the following information:

1. A reference to this Agreement, including the Effective Date;
2. The name and address of the Contractor;
3. An invoice number and invoice date;
4. Remittance name and address;
5. Name, title, and phone number of Contractor's contact for notification in the event of a defective or inaccurate invoice;
6. The date due; and
7. The amount billed.

Copies of invoices must be submitted to:

Milwaukee County Office of Strategy, Budget,
Performance

ATTN: Nichole Todd

901 North 9th Street, Room 30

Milwaukee, WI 53233

Nichole.Todd@milwaukeecountywi.gov

The County reserves the right to use a purchasing card to pay invoices.

c. Cost of Performance of Obligations.

Contractor is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this Agreement, unless otherwise indicated.

d. State Prompt Pay Law Exemption.

State Prompt Pay Law, Section 66.285, does not apply to this Agreement.

e. Late Payment.

As a matter of practice, the County attempts to pay all invoices within 30 days of receipt of an accurate invoice from Contractor and County's acceptance of the corresponding services that comply with the terms of this Agreement. If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 12% (annual rate) on amounts not

paid after the 60th day. **Invoices must be sent by mail or e-mail as indicated in provision 6(c) above to be considered received by the County.**

f. Fees, Permits, Taxes, and Licenses.

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor must be without such taxes; billings including such taxes will be rejected.

Contractor shall be responsible for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of Contractor's performance of services under this Agreement, or which arise as a result of any compensation paid to Contractor under this Agreement.

5. County Rights of Access and Audit.

The Contractor, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "**Designated Personnel**") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the

Contractor, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances ("MCCO").

6. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action.

In the performance of work or execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Agreement.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, or it may permit Contractor to complete the Agreement, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

7. Indemnity.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers' Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

8. Insurance.

Every Contractor and parties furnishing services or products to Milwaukee County or any of its subsidiaries must provide County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager.

Contractor shall, at its sole expense, maintain the insurance as outlined in Attachment 1.

9. Prohibited Practices.

a. Conflict of Interest.

During the period of this Agreement, the Contractor shall not hire, retain, or utilize for

compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

b. Code of Ethics.

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

Additionally, the Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

c. Non-Conviction for Bribery.

The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

d. Debarment or Suspension.

The Contractor hereby declares and affirms that, to the best of its knowledge and belief, that its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ii. Have not, within a three-year period preceding the date of execution of this Agreement, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or

governmental transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in section ii, above; and
- iv. Have not, within a three-year period preceding the date of execution of this Agreement, had one or more public or governmental transactions terminated for cause or for default.

10. Compliance with County's Policies.

- e. **Safety and Security Policies.** Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this Agreement on County's premises to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the site where Contractor's employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.
- f. **Drug Use Policies.** Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Contractor will advise any Contractor employee who provides services under this Agreement on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:
 - i. If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or
 - ii. As a consequence of an accident caused by or involving the Contractor's employee on County's premises during the performance of this Agreement and likely to have been related to Contractor's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by Contractor at Contractor's expense, and Contractor will address any positive results and handle accordingly. Contractor's employee will not be permitted to perform the services if a positive result of the drug screen is determined.

11. Notices.

All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if

delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Name: _____

ATTN: _____

Address: _____

To County:

Milwaukee County Office of Strategy,
Budget, Performance

ATTN: Director

901 North 9th Street, Room 30

Milwaukee WI 53233

With a Copy to:

Milwaukee County Corporation Counsel

901 N. 9th Street, Room 303

Milwaukee, WI 53233

Scott.Brown@milwaukeecountywi.gov

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

12. Public Records.

Both parties understand that the County is bound by the 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.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that

are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

13. Independent Contractor.

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Agreement shall give Contractor any authority to supervise, manage, and/or direct County employees.

14. Electronic Documents Considered Writing.

Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

15. Compliance with Laws.

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

16. Choice of Law.

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

17. Assignment Limitation, Subcontracts.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the

prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.

18. Severability.

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

19. Modification and Waiver.

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.

20. Entire Agreement.

This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

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