

Memorandum of Understanding

This Agreement is made and entered into effective _____, 2019, by and between Milwaukee County Parks (“Milwaukee County”) and the Urban Ecology Center, Inc. (“UEC”). Together these named entities constitute the “Parties” to this Agreement.

Article I: Background

- 1.1. Milwaukee County is a municipal body corporate in the State of Wisconsin, and it is Milwaukee County Parks’ mission to steward a thriving park system that positively impacts every Milwaukee County park visitor. Milwaukee County owns, operates, and manages Washington Park located at 1859 N. 40th Street, Milwaukee, Wisconsin, 53208. Milwaukee County is committed to the preservation, improvement, and stewardship of Washington Park.
- 1.2. UEC, formed in 1991, is a 501(c)(3) not-for-profit privately funded organization, whose mission is to foster ecological understanding as inspiration for change, neighborhood by neighborhood, by providing outdoor science education; by protecting and using public natural areas; by preserving these areas and making them safe, accessible, and vibrant; by promoting community through offering resources that support learning, volunteerism, stewardship, recreation, and camaraderie; and by practicing and modeling environmentally responsible behaviors. UEC’s programmatic approach has led to reductions in crime, significant ecological improvements, and advancements in science education. UEC has grown from a small effort to save an urban park into a national model of urban environmental education with three community centers serving over 225,000 visitors annually. Its programs include the Neighborhood Environmental Education Project (an inquiry-based education program that provides over 60 schools with hands-on learning that aligns with Next Generation Science Standards (NGSS) and include cross cutting concepts and science and engineering practices) and community programs for people of all ages.
- 1.3. Since 2007, pursuant to lease agreements with Milwaukee County, UEC has been using the boathouse pavilion (“Boathouse”) within Washington Park, and has successfully developed and operated its educational, recreational, land stewardship, and community programs at Washington Park. The Parties’ current lease for Washington Park expires in November 2019, and UEC has one additional one-year option to renew the lease. The Parties have been diligently negotiating a new long-term lease for Washington Park.
- 1.4. UEC intends to build a new facility in Washington Park (the “New Building”), which will be located where the Boathouse is currently located but will have a larger footprint than the Boathouse. Construction of the New Building will allow UEC to significantly enhance its educational, environmental, recreational, scientific, research, community, and land stewardship programs in Washington Park, all of which benefit and will continue to benefit the Washington Park community and the general public. As one example, UEC currently provides

environmental education for thousands of students from 14 schools located within 2 miles of Washington Park. These schools are in some of Milwaukee's lowest-income census tracts. As the New Building is currently envisioned, UEC anticipates that it will be able to expand these educational opportunities to at least 19 additional schools in the same Washington Park neighborhoods. In addition, UEC projects that youth and adult visits to UEC in Washington Park will increase from 30,000 to over 65,000 per year once UEC is operating out of the New Building.

- 1.5. The Washington Park Branch of the Urban Ecology Center is located between two areas represented by zip codes 53208 and 53213 that combine to create a diverse mix of residents based on race, economic status, and education. The Center focuses on the east side of the park where high crime rates, low employment, high dropout rates, and low test scores are common. According to reports from the Department of Public Instruction, more than 82% of the students served by the Urban Ecology Center are from economically disadvantaged families. Using census tract food-insecurity data and Feeding America's Map the Meal Gap data set, Feeding Wisconsin estimates the food insecurity rate around the Center's Washington Park branch to be 31%. With this in mind, the Center works in urban neighborhoods that, historically, have been ignored by programs with an environmental focus and provides programming like Food Fridays to young people who will most benefit from these programs.
- 1.6. Milwaukee County taxpayers will also benefit from UEC's expanded presence in Washington Park. UEC, once it is owner of the Boathouse and the New Building, will be responsible for all maintenance and repairs of the New Building, saving Milwaukee County millions of dollars in deferred maintenance. In addition, UEC, working in cooperation with Milwaukee County Parks, will be primarily responsible for restoring and maintaining 20 acres of Washington Park's natural environment, which UEC will convert from mowed turf grass in a stepped approach over a 20-year period.
- 1.7. UEC anticipates that it will cost over \$12 million to design, build, and begin operating the New Building, including construction of certain proposed capital improvements in Washington Park related, in part, to the building and operation of the New Building. These capital improvements include a new parking lot bordering North 40th Street, a new access road from the new parking lot to the New Building, new sidewalks with lighting between the new parking lot and the New Building, the one-time repair of the lagoon's pedestrian bridges, and the costs of a study of, and design for, a one-time repair of the lagoon (the "Related Capital Improvements"). The (1) design, building, and beginning operations of the New Building, (2) the construction of the Related Capital Improvements, and (3) the establishment of a \$500,000 maintenance reserve fund for the New Building shall hereinafter be referred to as the "Project." UEC expects to begin fundraising efforts for the Project in earnest in 2019 following successful results of a campaign feasibility study. For the last year or so, UEC and Milwaukee County have been discussing Milwaukee County's possible participation in funding the Related

Capital Improvements. The Parties recognize that the Related Capital Improvements will benefit all visitors to Washington Park, not just visitors to UEC. UEC is aware of Milwaukee County's difficult financial circumstances and its reluctance to guarantee that public funds will be available for the construction of Related Capital Improvements. Accordingly, the Parties have agreed to work cooperatively on UEC's fundraising campaign, as set forth in Article II of this Agreement.

- 1.8 Milwaukee County will continue to seek public funding for the Related Capital Improvements in accordance with its usual budgeting process.

Article II: Joint Fundraising Efforts

- 2.1. The Parties will work together to raise funds for the Project. This cooperative effort shall be referred to as the "Joint Campaign".
- 2.2. Milwaukee County Parks' staff will support the Joint Campaign, with a focus on fundraising and outreach support. Staff available to support in various capacities include Parks Fund Development Officer, Parks Marketing and Communications Manager, and Parks Marketing and Communications Specialist. Other Parks staff may also support the Joint Campaign on an as-needed basis, as approved by Parks leadership.
 - (a) Leading up to the launch of the campaign, Parks staff will be available for consultation on campaign strategy. Because of current capacity limitations, Parks staff will not be available for heavy production/graphics efforts.
 - (b) The Joint Campaign will commence following UEC board approval to initiate the capital campaign and will continue until UEC declares that the full amount of the fundraising campaign goal has been met, or UEC terminates the fundraising campaign.
 - (c) Parks staff will support the Joint Campaign in a variety of ways, not limited to: (i) working closely with UEC personnel, including UEC's Director of Development, on different aspects of the fundraising campaign (ii) collaborate with UEC to compile an agreed upon list of potential donors and the strategic approach for each donor; (iii) regularly attend bi-weekly meetings at UEC of the fundraising committee established by UEC; (iv) on a limited basis, meet with prospective major donors with UEC personnel; (v) write funding proposals and reports in partnership with UEC personnel; (vi) share funding contacts that Milwaukee County has primary access to as landowner of Washington Park; (vii) provide data to show the impact and outcome of the funding support; and (viii) maintain a digital, written record that is readily accessible to UEC of all fundraising contacts made by Milwaukee County in connection with the Project.
- 2.3. UEC agrees that it will not pursue, on fundraising efforts unrelated to the Project, Milwaukee County's existing donors that UEC first learns of during fundraising

efforts for the Project, without first receiving permission to do so from Milwaukee County staff. Likewise, Milwaukee County agrees that it will not pursue, on fundraising efforts unrelated to the Project, UEC's existing donors that Milwaukee County first learns of during fundraising efforts for the Project, without first receiving permission to do so from UEC's Development Director.

- 2.4. Whenever Milwaukee County obtains a donation (cash or pledge) for the Project from an individual, foundation, or corporation, Milwaukee County shall inform UEC of the relevant information about the donation, including the size of the donation, the nature and timing of the donation, and the name of the donor. Milwaukee County will attempt to receive unrestricted funds directed to UEC for the Project during a pledge period of no longer than five years.

When applying for Project funding opportunities, Milwaukee County will attempt to receive funds directed to UEC for the Project. Whenever Milwaukee County obtains a donation (cash or pledge) for the Project, Milwaukee County shall inform UEC of the relevant information about the grant including: the size of the grant, the nature and timing of the grant, the name and all relevant contact information of the granting agency, the grant's match, reporting, and audit requirements.

Article III: UEC Will Control Use of Funds Raised

- 3.1. UEC will control the use of all funds raised in connection with the Joint Campaign. For example, UEC will be responsible for making decisions regarding, among other things:
 - (a) Allocation of funds pledged;
 - (b) Disbursement of funds received;
 - (c) Authorization of borrowing and financing transactions;
 - (d) Formation of committees necessary to carry out the Project;
 - (e) Changes in Project scope and major Project decisions;
 - (f) Policies regarding fundraising strategy, donor recognition, gift acceptance, and donor agreements.

Article IV. General Provisions

- 4.1. This MOU may be amended only by an agreement in writing.
- 4.2. This Agreement is not intended to change, and does not change, the terms of the current lease agreement between the Parties for Washington Park or the

contemplated future long-term lease between the Parties for Washington Park, unless otherwise specifically noted in the contemplated future long-term lease.

4.3. Milwaukee County and UEC agree that, as independent and separate entities, each shall maintain a staff, management, and fiscal structure independent of the other. This MOU does not make or appoint, and nothing contained in this MOU shall be construed to appoint, either Party as an agent of the other, or to create a partnership or joint venture between the Parties. Neither Party shall act or represent itself as an agent of the other, and shall not bind or obligate the other in any manner.

URBAN ECOLOGY CENTER, INC.

MILWAUKEE COUNTY

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____