

## MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding ("MOU") is made and entered into by and between La Crosse Area Community Foundation Corporation ("LACF"), located at 601 7<sup>th</sup> Street N, La Crosse, WI and the City of La Crosse ("City"), located at 400 La Crosse Street, La Crosse, WI, now collectively "the Parties."

**WHEREAS**, the Parties desire to enter into an agreement to facilitate the distribution of \$100,000.00 less fees of 15% for administration of the Youth Climate Action Fund (YCAF); and

**WHEREAS**, the Parties desire to memorialize certain terms and conditions of their anticipated partnership;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **BACKGROUND AND PURPOSE.** The City has received a 2<sup>nd</sup> round of funding from Bloomberg Philanthropies in the amount of \$100,000.00. No more than 15% of the award may be allocated to administration of the grant. The City has received the funds and would like LACF to administer the distribution and grantee engagement. Any remaining funds from the 1<sup>st</sup> round will be rolled over, too.

### 2. ROLES AND RESPONSIBILITIES OF THE PARTIES.

B. LACF agrees to:

- Hold and administer the YCAF according to the terms and conditions of the fund agreement on file and attached as Appendix A.

C. City of La Crosse agrees to:

- Disburse the YCAF microgrants to LACF for community distribution
- Complete all reporting requirements from Bloomberg Youth Climate Grant

3. **REPORTING AND PAYMENTS.** Distributions from the YCAF at the Foundation will be made to eligible 501(c)3 organizations partnering with a youth-led climate action project upon evaluation & approval of the project request. The payment schedule will be as defined below.

- 2<sup>nd</sup> Quarter – YCAF award process opens for application
- 2<sup>nd</sup> Quarter – Distributions to approved projects

**4. CONTACT PERSONS.** Each party will appoint a primary contact for the scope of work defined in this Agreement. Parties agree to prompt communication to facilitate an effective partnership. The following persons have been appointed for each party as of the effective date:

La Crosse Area Community Foundation  
Name: Lauren Journot  
Title: Impact Director  
Phone: 608-781-2783 x23  
Email: lauren@lacrosseareafoundation.org

City of La Crosse  
Name: Lewis Kuhlman  
Title: Environmental Planner  
Phone: 608-789-7361  
Email: kuhlmanl@cityoflacrosse.org

**RECOGNITION.** The City will be recognized as the original source of all funding awarded and distributed under the terms of this Agreement. LACF will seek prior approval from the City before publicly distributing any related marketing or communication strategies (i.e. RFP document, information on LACF website, application, award letters, etc.).

**CONFIDENTIAL INFORMATION.** The parties acknowledge that they may have access to private, sensitive and/or proprietary information. The parties agree to hold such information in confidence and agree not to disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party, except as may be required by law. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this Agreement. All representatives working on behalf of the Parties will use appropriate safeguards, including implementing, maintaining and using appropriate administrative, technical and physical safeguards, to prevent use or disclosure of confidential information.

**FEES.** The City agrees to compensate LACF for the work completed under the terms of this agreement. The fee will be a flat, one-time fee of 15% of the YCAF allocated by the City for this purpose or \$15,000. It is understood this fee will be deducted from the \$100,000 allocated for the Scope of Work (Appendix A) defined in this agreement. LACF reserves the right to renegotiate this fee if there is substantial change to the scope of work originally defined and mutually agreed upon in this Agreement. If the scope of work defined under this agreement ends up costing less than the 15% fee, any remaining balance will be returned to the City as all YCAF funding must be accounted for and reported by the City as being spent on eligible costs.

**RECORDS.** LACF shall retain and provide to the City when requested or at the conclusion of this , agreement, any and all records kept related to the scope of work completed under the terms of this agreement.

INDEMNIFICATION. To the fullest extent allowable by law, La Crosse Area Community Foundation hereby indemnifies and shall defend and hold harmless, at its expense, the City of La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of the La Crosse Area Community Foundation, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. The aforesaid indemnity and hold harmless agreement shall not be applicable to any liability to the extent caused by the City of La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. The La Crosse Area Community Foundation's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by the City of La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of the City of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat, §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against the City of La Crosse, (a) the City of La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) the City of La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify the City of La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) the City of La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to the City of La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

5. **DURATION.** This agreement will be in place from the date of signatures below until such time of an amendment or termination per the terms below. The specific scope of work defined in this agreement under section 2 will begin February 10, 2025.

6. **AMENDMENTS OR TERMINATION.** This Agreement may be modified or amended only in writing signed by both parties.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement with respect to the subject matter thereof and supersedes and revokes all prior Agreements between the Parties.

8. **ASSIGNMENT.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their heirs, legal representatives, successors and assigns. This agreement may not be amended or reassigned by either party without the prior written consent of the other party.

9. **TITLES.** Titles are for reference only. In the event of a conflict between the title and the content of each section, the content of the section shall control.

10. **AUTHORIZATION.** The persons signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity.

**IN WITNESS WHEREOF,** the parties have executed this agreement on the dates set forth below.

**La Crosse Area Community Foundation**

Signed by:

By: Chad Dull

Name: Chad Dull

Title: CEO

Date: 4/21/2025

**City of La Crosse**

By: Shaundel Washington-Spivey

Name: Shaundel Washington-Spivey

Title: Mayor

Date: 4/18/2025

## Appendix A

**Estimated Scope of Work**

Task	Estimated Hours	Notes
On-going support and coordination meetings with City of La Crosse team	6	
Review and/or creation of application process, grant guidelines, grant review rubric, submission format, and online submission forms	6	City will provide all previously created/used materials during first round of applications/ distribution. LACF staff will modify as needed and will create online application process using Grant Lifecycle Management System.
Assistance with content details for press release, call to action from the mayor, and communications pieces	2	Communications & marketing materials developed will be shared with LACF for modification as needed.
Development of marketing flyer	1	“ ”
Outreach to environmental and youth groups in La Crosse Metro	4	Outreach to identify groups that may be interested in assembling a youth led application, those not interested in submission but willing/interested in supporting or mentoring youth, those interested in the program, those willing to “get the word out” and share information with their networks and receiving suggestions for other potential youth-led or youth connected organizations to contact.
Youth Forum Event Follow up coordination with interested groups (mentorship & support) but not submission	5	Existing relationship with Sustainability Institute, higher education institutions, and nonprofits will be utilized.
Event Design, coordination with speakers/resources, venue	8	Venue and food expenses included

booking and logistics, food coordination		
Coordination with City on Event	2	
Event Facilitation	6	2 facilitators
Grant Application/Writing Webinar	3	45-60 minutes for presentation/Q&A + Creation of materials based on GLM System application
Progress Tracking Support	5	Ongoing engagement with organizations to track progress through at least one outcome and one output
Grant Completion Event Share outcome data with youth participants, encourage sharing of project outcomes with larger community at a scheduled LACF Networking and Sharing Event (date TBD)	10	Planning and marketing of event + coordination with participants.
Grant Report Pull grant reporting from GLM and provide to the City of La Crosse	2	
<b>Total Estimate:</b>	<b>60</b>	<b>\$15,000.00</b>