

**COOPERATION AGREEMENT
REGARDING
FIRST-SOURCE EMPLOYMENT PROGRAM**

**CITY OF MILWAUKEE
AND
MILWAUKEE AREA WORKFORCE INVESTMENT BOARD**

This Agreement is made and effective as of the _____ day of _____, 2009, by and between the City of Milwaukee, Wisconsin, a municipal corporation, (“the City”) and the Milwaukee Area Workforce Investment Board, Inc. (“MAWIB”), a Wisconsin corporation, whose address is 2338 North 27th Street, Milwaukee, Wisconsin.

W I T N E S S E T H:

WHEREAS, The Mayor of the City of Milwaukee and MAWIB entered into an Amended and Restated Memorandum of Agreement dated July 1, 2007 to effect job training and employment programs, including those programs operated under the Workforce Investment Act of 1998; and

WHEREAS, Pursuant to that Amended and Restated Memorandum of Agreement MAWIB serves as the local grant recipient and administrative entity under the terms of the Workforce Investment Act of 1998 to implement job training and employment programs within Milwaukee County; and

WHEREAS, The City and MAWIB entered into a Cooperation Agreement (Workforce Development) dated as of January 1, 2008 to cooperate in the coordination of efforts and activities in the areas of job training and employment, workforce development and human resource development; and

WHEREAS, Pursuant to Milwaukee Code of Ordinances (“MCO”) § 355-11, the City requires a recipient of direct financial assistance, as defined in that ordinance, to require all of its contractors and subcontractors on a project receiving financial assistance to use the City’s First-Source Employment Program (“the Program”) as their first source for recruiting applicants for both new and replacement employment for projects receiving direct financial assistance; and

WHEREAS, MAWIB and its staff have unique expertise in the areas of job training and workforce development and plan, administer, and coordinate employment and training programs for adults and youth in Milwaukee County; and

WHEREAS, The City desires to designate MAWIB as its agent for purposes of operating the Program; and

WHEREAS, This Agreement provides for the City’s designation of MAWIB as the administrator of the Program pursuant to MCO § 355-11; and

WHEREAS, The Common Council of the City authorized execution of this Agreement pursuant to Resolution No. 080764 adopted _____, 2009; and

WHEREAS, MAWIB authorized execution of this Agreement pursuant to its resolution adopted _____, 2009,

NOW, THEREFORE, the City and MAWIB, in consideration of the mutual promises of the parties, agree as follows:

ARTICLE I
MAWIB Responsibilities

1. MAWIB shall administer the Program.
2. MAWIB shall maintain a database of job opportunities subject to the Program.
3. MAWIB shall provide information regarding Program job opportunities to all City residents. MAWIB shall meet and confer with the City, through the City's Emerging Business Enterprise Manager ("EBE Manager"), to identify means to provide job-opportunity information to City residents.
4. MAWIB shall implement a tracking system and record which applicants were interviewed, which applicants were not interviewed, and which applicants were hired for positions subject to the Program.
5. MAWIB shall meet and confer with the City to discuss opportunities to integrate MAWIB's job-applicant tracking software with the City's recordkeeping related to the Program.
6. MAWIB shall execute a first-source employment agreement with each contractor or subcontractor required to participate in the Program. The agreement shall comply with the requirements set forth in MCO § 355-11-3. The 10-day referral period requirement shall begin when MAWIB has received both the signed First Source Employment Program Agreement and the Job Description from the contractor or subcontractor.
7. Pursuant to MCO § 355-11-2-d, MAWIB shall waive the 10-day referral period requirement if MAWIB determines that there are no qualified candidates to refer to the contractor or subcontractor. MAWIB shall notify the contractor or subcontractor of this waiver within five business days of being informed of the job availability.
8. If MAWIB determines that a contractor or subcontractor has failed to comply with a first-source employment agreement between MAWIB and the contractor or subcontractor, MAWIB shall notify the EBE Manager of such noncompliance within 30 days of such determination.

9. If a contractor or subcontractor requests a waiver of the 10-day referral period requirement in the event of an emergency under MCO § 355-11-3-b, MAWIB shall investigate the need for an emergency waiver. MAWIB shall notify the EBE Manager of the emergency waiver request and the results of MAWIB's investigation within two business days of receipt of the request.
10. MAWIB shall submit to the EBE Manager an annual report on the progress of the Program on July 1 of each year. In addition, MAWIB shall submit to the EBE Manager quarterly reports on October 1, January 1, and April 1 of each year. The annual and quarterly reports shall include but not be limited to the number of job opportunities posted, the number of applicants referred by MAWIB, the number of applicants interviewed, the number of applicants hired under the Program, job placement information for each individual hired by a participating contractor or subcontractor under the Program, the number of waivers granted by MAWIB under MCO § 355-11-2-d, the number of emergency waivers granted by the EBE Manager under MCO § 355-11-3-b, and other information as reasonably required by the EBE Manager.

If the EBE Manager requests that additional information not enumerated in this section be included in a subsequent report, MAWIB shall notify the EBE Manager whether it tracks the information requested. If, at the time of the EBE Manager's request, MAWIB tracks the information it shall include the additional information in the subsequent report. If, at the time of the EBE Manager's request, MAWIB does not track the additional information requested it shall confer with the EBE Manager regarding MAWIB's ability to track this information. If MAWIB and the EBE Manager determine that MAWIB has the ability to track the information MAWIB shall begin tracking as soon thereafter as reasonably practicable and shall report the additional information in the subsequent report that is due at least 90 days from the EBE Manager's request for additional information.

11. MAWIB staff will work closely with the EBE Manager to ensure that all services outlined in this Agreement are provided as described, and to ensure that all information that is required by the City is reported in a timely fashion.
12. Notwithstanding the foregoing provisions of this Article I, the parties acknowledge that MAWIB shall be directly responsible for the daily administration of the Program.

ARTICLE II

City Responsibilities

1. The City, through its EBE Manager, shall monitor compliance with the Program.
2. The City shall develop a form first-source employment agreement for execution by MAWIB and each contractor or subcontractor required to participate in the Program.

3. Within five business days of the execution of a development agreement requiring compliance with MCO § 355-11, or as soon thereafter as reasonably practicable, the EBE Manager shall notify MAWIB in writing that the contractors and subcontractors of the recipient of direct financial assistance are required to execute first-source agreements with MAWIB pursuant to MCO § 355-11-3.
4. Within two business days of receipt of the results of MAWIB's investigation regarding a contractor or subcontractor's request for an emergency waiver under MCO § 355-11-3-b, the EBE Manager shall grant or deny the request and notify MAWIB of his decision.
5. Any direction to be exercised on the part of the City or any approvals to be granted under this Agreement shall be given by the EBE Manager.
6. The City's Department of Administration, including its EBE Manager, shall upon request meet and confer with MAWIB to assist MAWIB in fulfilling its responsibilities under this Agreement.
7. The City, through its Department of Administration, shall meet and confer with MAWIB on an annual basis to identify and seek sources of grant funding to promote the objectives of this Agreement.

ARTICLE III **Audits and Inspections**

At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate state or federal agency may deem necessary, there shall be made available to the City or such agency for examination all of MAWIB's records with respect to the matters covered by this Agreement and MAWIB shall permit the City or such agency and/or their representatives and agents 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 of employment, and other data relating to all matters covered by this Agreement.

ARTICLE IV **Term of Agreement**

The term of this Agreement shall commence upon the execution of the Agreement by the authorized representatives of the parties, and shall remain in force for the entire duration of the Program, unless the Agreement is terminated as herein provided.

ARTICLE V
Termination

The City may terminate this Agreement for any reason by giving at least 60 days notice in writing to MAWIB specifying the effective date thereof. In the event of such termination, the City and MAWIB agree and acknowledge that the City shall in no way be responsible for legal or equitable damages alleged by MAWIB as a consequence of termination under this section.

MAWIB may terminate this Agreement for any reason by giving at least 60 days notice in writing to the City specifying the effective date thereof.

ARTICLE VI
Entire Agreement / Amendment

This Agreement sets forth all of the covenants, provisions, agreements, conditions, and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

ARTICLE VII
Assignment

This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by MAWIB without the prior written consent of the City. If the City gives such consent, the terms and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

ARTICLE VIII
Governing Law

This Agreement shall be governed by the internal laws of the State of Wisconsin. If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law

ARTICLE IX
Notices

If any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mail, postage prepaid, certified

or registered, return receipt requested, in which latter event it shall be deemed given five days after the date mailed. If it is to be sent to the City, then it shall be addressed as follows:

City of Milwaukee
Emerging Business Enterprise Program
200 East Wells Street, Room 606
Milwaukee, WI 53202
Attention: Mr. Ossie C. Kendrix, Jr.

If it is to be sent to MAWIB, then it shall be addressed as follows:

Milwaukee Area Workforce Investment Board, Inc.
2338 North 27th Street
Milwaukee, WI 53210
Attention: Mr. Donald Sykes, President/CEO

ARTICLE X **Open Meetings**

The provisions of Subchapter V, Chapter 19 of the *Wisconsin Statutes* regarding open meetings of governmental bodies shall apply to all meetings and proceedings of MAWIB. (20 C.F.R. § 661.307).

ARTICLE XI **Public Records**

MAWIB acknowledges that the City is bound by the Wisconsin 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.* MAWIB further acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that MAWIB must defend and hold the City harmless from liability under that law. Such records shall be maintained for the period of time required by the Wisconsin Public Records Law.

ARTICLE XII **Discrimination**

MAWIB shall not discriminate against any qualified employee of MAWIB or qualified applicant for employment with MAWIB because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.

ARTICLE XIII
Insurance

MAWIB shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability policies, to the maximum extent permissible as allowable costs, issued by a company or companies authorized to do business in the State of Wisconsin, and licensed by the Wisconsin Commissioner of Insurance, with liability coverage provided for therein in the amount of at least \$1,000,000.00 or such other amount acceptable to the City. To the extent reasonably possible, the City shall be named as an additional insured. The City shall be given at least ten (10) days written notice of cancellation or nonrenewal during the term of this Agreement. Upon execution of this Agreement, MAWIB shall furnish the City with certification of insurance and, upon request, certified copies of the required insurance policies. In the event of any action, suit or other proceeding brought against the City upon any matter herein indemnified against, the City shall, within five (5) working days, give notice thereof to MAWIB and shall cooperate with MAWIB's attorneys in the defense of the action, suit or other proceeding.

ARTICLE XIV
Indemnification

The City and MAWIB each agree to indemnify, defend, and save harmless the other, and each other's officers, directors, employees, and agents, from and against any and all liability for injuries or damages to persons or property, in whole or in part, as a result of this Agreement, not arising through their fault, including, but not limited to, liability in contract, in tort, or under federal or state law arising or resulting from performance or failure to perform under this Agreement, and in addition, for any and all related expenses, including, but not limited to, defense costs and reasonable attorney's fees.

ARTICLE XV
Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

