



**SIXTH AMENDED AND RESTATED MEMORANDUM OF AGREEMENT BETWEEN THE
MAYOR OF THE CITY OF MILWAUKEE
AND EMPLOY MILWAUKEE, INC.**

This is an agreement (“Agreement”) dated as of July 1, 2017 between Tom Barrett, Mayor and Chief Elected Official of the City of Milwaukee (the "Mayor") and Employ Milwaukee, Inc. ("Employ Milwaukee") to effect job training and employment programs, including those programs operated under the Workforce Innovation Opportunity Act (“WIOA”).

The Mayor is the appointing authority for the Employ Milwaukee Board under 29 U.S.C. 3122, §107(c) of the Workforce Innovation Opportunity Act (hereinafter referred to as “WIOA”), 29 U.S.C. §3101, et seq.

RECITALS

The Mayor is the Chief Elected Official of the City of Milwaukee and the appointing authority for the Employ Milwaukee Board under §107(c) of the WIOA, 29 U.S.C. §3122; and

Whereas, the Mayor and Employ Milwaukee are desirous of entering into this agreement to effectuate the WIOA;

NOW, THEREFORE, in consideration of the mutual covenants set for the herein, the Mayor and Employ Milwaukee agree as follows:

I. TERM

The term of this Agreement shall commence as of the date of execution and shall continue in force until June 30, 2019. This Agreement shall act to repeal and supersede any and all prior agreements, and shall be automatically renewed for two-year periods unless either party gives written notice of its intention not to renew at least 60 days prior to the date of expiration. This Agreement shall also terminate upon the earlier of:

- A. Changes in federal law prohibiting or rendering such agreements ineffectual;
- B. Repeal of WIOA or loss of federal funding for WIOA projects;

- C. The execution of an agreement between the Mayor and any other “chief elected official,” as that term is defined at 29 U.S.C. § 3102(9), pursuant to 29 U.S.C. § 3122(c)(1)(B).

II. SCOPE

This Agreement shall govern and apply to job training and employment programs under WIOA and such other programs as may be mutually agreed upon.

III. DUTIES

- A. The Mayor designates Employ Milwaukee to serve as local grant subrecipient under 29 U.S.C. §3122(d)(12)(B)(i)(II) and for such other programs as may be mutually agreed upon.
- B. Designation and Membership of the Local Area Board.
 - 1. The Mayor submitted the request for initial designation of the workforce development area and consult with the Governor on the initial designation of the Workforce Development Area pursuant to WIOA.
 - 2. In accordance with the requirements established by the Governor and the criteria established under 29 U.S.C. §3122(b), the Mayor appoints the members of the local board (“Local Board”) from the individuals nominated or recommended to be such members. 29 U.S.C. §3122(c)(1)(A).
 - 3. The Local Board, in consultation with the Mayor, shall request subsequent designations as they become necessary. 29 U.S.C. §3121(b)(3).
- C. Local and Regional Planning.
 - 1. The Mayor shall work with the Local Board to develop and submit to the Governor a comprehensive 4-year local plan that is consistent with the State plan and in conformance with 29 U.S.C. §3123. 29 U.S.C. §3122(d)(1) and .
 - 2. If required in the future, the Mayor and the Local Board shall consult with the State to identify regions, consistent with the considerations described in 29 U.S.C. §3121(b)(1)(B). 29 U.S.C. §3121(a)(1).
 - 3. The Mayor and the Local Board shall engage in a regional planning process and prepare, submit, and obtain approval of a single regional plan consistent with the requirements in 29 U.S.C. §3121(c).
- D. Budget and Grant Administration Responsibilities.
 - 1. The Mayor and the Local Board shall use funds allocated to the local area by the state and use nonfederal funds available to the local area that the Mayor and Local Board determine are appropriate and available for that use, in fulfillment of its responsibilities under WIOA. 29 U.S.C. §3131.
 - 2. The Mayor shall review and approve the Local Board's budget for the activities of the Local Board. 29 U.S.C. §3122(d)(12)(A).

3. At the direction of the Local Board, Employ Milwaukee shall disburse those funds allocated to the local area by the state and such nonfederal funds available to the local area pursuant to 29 U.S.C. §3122(d)(12)(B)(ii) that the Mayor and the Local Board determine area appropriate and available for Workforce Innovation and Opportunity Activities, pursuant to the requirements of 29 U.S.C. §3122(d)(12)(B)(i)(III).

E. Program Oversight.

1. The Mayor will work with the Local Board to conduct oversight of youth activities programming authorized under 29 U.S.C. §3164(c), local employment and training activities authorized under 29 U.S.C. § 3174(b),(c) and (d), and the one-stop delivery system in the local area; and together the Mayor and the Local Board will ensure the appropriate use and management of the WIOA funds provided for these activities and one-stop delivery system(s); and for workforce development activities, the Mayor and the Board will work together to ensure the appropriate use, management and investment of funds to maximize performance outcomes for local areas under section 29 U.S.C. §3141. 20 U.S.C. § 3122(d)(8).

2. With the agreement of the Mayor, and consistent with 29 U.S.C. §3151(d), the Local Board shall competitively designate or certify One Stop Operators, as described in 29 U.S.C. §3151(d)(2)(A) or terminate for cause the eligibility of such operators. 29 U.S.C. §3122(d)(10)(A).

3. The Mayor shall review and approve a Memorandum of Understanding between the Local Board and the One Stop Partners, relating to the operation of the One Stop delivery system in the local area, consistent with the requirements in 29 U.S.C. §3151(c)(2). 29 U.S.C. §3151 (c)(1).

4. With the agreement of the Mayor, the Local Board will conduct oversight of the one-stop delivery system pursuant to 29 U.S.C. §3151(a)(3) and consult with the State as it establishes objective criteria and procedures used to evaluate the operation of the one-stop center as described in 29 U.S.C. §3151(g).

5. The Mayor shall consult with the Local Board, the One Stop Operator, and the One-Stop Partners regarding funding of the One-Stop infrastructure as described in 29 U.S.C. §3151(h).

6. The Mayor and the Local Board shall consult with the Governor as the Governor establishes guidance for infrastructure one-stop funding pursuant to 29 U.S.C. §3151(h)(1)(B) and determines funding as described in 29 U.S.C. §3151(h)(2)(C).

7. The Mayor and the Local Board shall consult with the Governor as the Governor determines funding allocation for youth activities and statewide workforce investment activities under 29 U.S.C. 3162(b)(1)(C). 29 U.S.C. §3163(b).

8. The Mayor and the Local Board shall consult with the Governor as the Governor determines funding allocation for adult employment and training activities and statewide workforce investment activities under 29 U.S.C. 3172(b)(1)(B). 29 U.S.C. §3173(b)(1).

F. Performance Measurements.

1. The Mayor shall work with the Local Board and the Governor to negotiate and reach agreement on local performance measures. 29 U.S.C. §3122(d)(9).
2. The Mayor and the Local Board shall determine whether to appeal a gubernatorial reorganization determination made under 29 U.S.C. §3141(g)(2)(A) to the Governor under 29 U.S.C. §3141(g)(2)(B)(i) and to the Secretary of the U.S. Department of Labor under 29 U.S.C. §3141(g)(2)(B)(ii).

IV. OPEN MEETINGS AND PUBLIC RECORDS

- A. 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 Employ Milwaukee. 29 U.S.C. 3122(e) and 20 CFR §679.390.
- B. The Mayor and the Local Board understand that the City of Milwaukee 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. The Local Board acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including such records that are generated by the Local Board and Employ Milwaukee as a consequence of this Agreement, and that the failure to do so shall constitute a material breach of this Agreement, and that the Local Board and Employ Milwaukee must defend and hold the City harmless from liability due to either the Local Board or Employ Milwaukee's fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years.

V. LIABILITY

Employ Milwaukee agrees that it will at all times during the term of this Agreement keep in full force and effect both Comprehensive General Liability and Directors & Officers 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 General Liability coverage provided for therein in the amount of \$2,000,000 and Directors & Officers Liability in the amount of \$4,000,000. The Mayor shall be named as an additional insured. Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract. If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date. The Mayor shall be given at least ten (10) days written notice of cancellation or nonrenewal during the term of this Agreement. In the case of cancellation or nonrenewal, Employ Milwaukee will immediately obtain new coverage so that no lapse in coverage occurs for any length of time. Upon execution of this Agreement, Employ Milwaukee shall furnish the Mayor with certification of insurance and, upon request, certified copies of the required insurance policies. In the event that any action, suit or other proceeding is brought against the Mayor upon any matter covered in said policies the Mayor shall, within ten (10) working days, give notice thereof to Employ Milwaukee and Employ Milwaukee shall cooperate with the Mayor in the defense of the action, suit or other proceeding. Irrespective of any other term of this Agreement, this provision shall survive termination of this agreement.

VI. DISAGREEMENTS

It is expressly understood and agreed to by the parties that any disagreement or controversy as to the interpretation of the requirements and activities described herein shall be submitted to the Wisconsin Department of Workforce Development (DWD) for resolution. The decision by DWD shall be controlling.

VII. NOT A LIMITATION ON LOCAL BOARD'S DUTIES UNDER WIOA

This Agreement shall not be construed to limit Employ Milwaukee or the Local Board's duties and obligations under WIOA, nor shall it be construed to shift any statutory liability of Employ Milwaukee or the Local Board onto the Mayor. This Agreement shall not be construed to represent an exhaustive list of all duties and obligations placed on the Mayor and, Employ Milwaukee and the Local Board by WIOA.

VIII. CONFLICT OF INTEREST.

- A. 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. No member of the governing body of the City and no other public official the City 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.
- B. Employ Milwaukee covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Employ Milwaukee 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 Local Board or Employ Milwaukee's employees must be disclosed to the City.

IX. NONDISCRIMINATION.

- A. Employ Milwaukee agrees not to discriminate against any qualified employee or qualified applicant for employment 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 on affiliation with or perceived affiliation with any of these protected categories.
- B. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- C. No person in the United States shall, on the grounds of race, color, 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

