

FN 041312

**COOPERATION AGREEMENT  
BETWEEN THE  
WISCONSIN BUSINESS RESOURCE CENTER, INC.  
AND THE  
CITY OF MILWAUKEE**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of February, 2005, by and between the Wisconsin Business Resource Center, Inc. (the "WBRC"), a Wisconsin non-profit corporation, and the City of Milwaukee (the "City"), a municipal corporation of the State of Wisconsin.

**WHEREAS**, the WBRC seeks to increase opportunities for Minority Business Enterprises ("MBEs") and Emerging Business Enterprises ("EBEs") to access contracts in the public and private sectors;

**WHEREAS**, the WBRC recently established the Wisconsin Minority Business Opportunity Center, a volunteer organization comprised of individuals from local governments, business/industry leaders, and representatives of organizations that conduct substantial purchasing;

**WHEREAS**, the Wisconsin Business Opportunity Center serves as a resource center for EBEs and MBEs by providing information on contracts, procurement and general business opportunities;

**WHEREAS**, the City previously assisted the Wisconsin Business Opportunity Center in the development and maintenance of a database (the "Database") and a web site (the "Web Site") for use by EBEs and MBEs by providing the WBRC \$15,000 from the City's Economic Development Special Purpose Account;

**WHEREAS**, the City desires to assist the Wisconsin Business Opportunity Center in its continued development and maintenance of the Database and the Website by providing the WBRC \$10,000 (the "Funds") from the City's Economic Development Special Purchase Account;

**WHEREAS**, the City believes that the appropriation of the Funds for the purpose set forth above is in the best interests of the public; and

**WHEREAS**, the City's Common Council has by Resolution File No. 041312, adopted on February 1, 2005, authorized the appropriation of the Funds and the execution of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the parties agree as follows:

**ARTICLE I  
AGREEMENT ON BEHALF OF THE CITY**

A. Following execution of this Agreement, the City shall provide the WBRC the Funds. The Funds shall be used by the WBRC for the sole purpose of continuously updating and maintaining the DataBase and the Web Site (the "Database Work") for a one-year period beginning on the date hereof.

B. The City Comptroller may, from time to time as in his judgment is appropriate, review the receipts and expenditures of the WBRC in relation to the Database Work, and the City Comptroller shall have full power to conduct an audit or to have an audit conducted as is necessary in his judgment to provide a full accounting to the City. The results of such audits may be reported to the City's Common Council.

C. The WBRC shall retain all rights to or arising from any tangible or intangible property, including without limitation, all intellectual property rights acquired, obtained, developed or created as a result of or in connection with the use of the Funds.

## **ARTICLE II AGREEMENT ON BEHALF OF THE WBRC**

A. Following receipt of the Funds, the WBRC shall immediately commence and perform the Database Work.

B. Upon request by the City, the WBRC shall provide written documentation to the City evidencing that the Funds have been used exclusively for the purposes set forth herein.

C. In the event that the Funds are not used exclusively for the purposes set forth herein, the WBRC shall be liable for the return of the Funds to the City. Reimbursement under this paragraph shall occur no later than thirty (30) days following demand by the City.

D. In the event that this Agreement is terminated for any reason, the WBRC shall return the Funds, or any unused portion thereof, immediately to the City.

## **ARTICLE III DURATION AND TERMINATION**

This Agreement shall continue in full force and effect for a period of one (1) year from its date of execution by the parties. Notwithstanding the foregoing, this Agreement may be terminated by either party for non-performance upon ten (10) days prior written notice to the non-performing party.

## **ARTICLE IV OTHER PROVISIONS**

### **A. CONFLICT OF INTEREST**

1. 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.

2. No member of the governing body of the locality and no other public official of such locality 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. DISCRIMINATION PROHIBITED**

1. In all hiring or employment made possible by or resulting from this Agreement, (i) there will not be any unlawful discrimination 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 or sexual orientation or familial status (Section 109-9 of the Milwaukee Code of Ordinances), and (ii) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

2. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, 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 Agreement. The WBRC will comply with all requirements imposed by or required pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

3. The WBRC will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. The WBRC agrees that it will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101. et seq.

C. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement sets forth all 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 those set forth herein. Any amendments to this Agreement shall be in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the date, month and year first above written.

**WISCONSIN BUSINESS RESOURCE CENTER, INC.**

  
LENI SIKER, Executive Director

**CITY OF MILWAUKEE**

**COUNTERSIGNED**

  
RONALD D. LEONHARDT, City Clerk

  
W. MARTIN MORICS, Comptroller *Ch*