

**Revised: 1/8/08**

# **COOPERATION AGREEMENT**

**(Workforce Development)**

## **COOPERATION AGREEMENT**

### **(Workforce Development)**

**THIS COOPERATION AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of January, 2008 by and between the City of Milwaukee, Wisconsin, a municipal corporation, (the “City”) and the Milwaukee Area Workforce Investment Board, Inc. a Wisconsin corporation (formerly the Private Industry Council of Milwaukee County, Inc., hereinafter “MAWIB”).

#### **WITNESSETH:**

**WHEREAS**, The Mayor of the City of Milwaukee and MAWIB entered into an Amended and Restated Memorandum of Agreement dated as of 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, acting through its Department of Administration (“DOA”), undertakes ongoing efforts to provide job training and youth employment and to promote utilization of human resources; and

**WHEREAS**, The City, acting through its Department of City Development (“DCD”), undertakes ongoing efforts to promote economic development within the City and utilization of human resources and to provide job training and youth employment; and

**WHEREAS**, Other departments within the City assist DOA and DCD in such efforts; and

**WHEREAS**, MAWIB and its staff have unique expertise in the areas of job training and workforce development; and

**WHEREAS**, The City and MAWIB desire 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**, This Agreement provides for the ongoing cooperation between the City and MAWIB in the development and implementation of various initiatives, exchange of services and personnel and the coordination of staff activities; and

**WHEREAS**, The Common Council of the City authorized execution of this Agreement pursuant to Resolution No. \_\_\_\_\_ adopted \_\_\_\_\_, 2008; and

**WHEREAS**, MAWIB authorized execution of this Agreement pursuant to its resolution adopted \_\_\_\_\_, 2008,

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, the parties hereto agree as follows:

## **ARTICLE I**

### **Cooperation**

- A. The City and MAWIB shall coordinate their activities and furnish each other:
  - 1. Professional, technical and administrative personnel, material and equipment, to the extent budgeted, to coordinate job training and employment, workforce development, human resource and related efforts within the City of Milwaukee.
  - 2. Such other personnel, services and activities as are necessary to accomplish the purposes and objectives of this Agreement.
- B. The City and MAWIB shall cooperate in efforts to identify and secure sources of grant funding to promote the objectives of this Agreement.
- C. The City and MAWIB, through the Office of the Mayor, DOA, DCD and other departments, shall meet and confer on a regular basis to further the purposes and objectives of this Agreement.

## **ARTICLE II**

### **Reporting**

- A. MAWIB, in cooperation with DOA and DCD, shall file reports on February 1 and July 1 of each year with the City Clerk for delivery to the City of Milwaukee Community and Economic Development Committee, summarizing the actions and initiatives undertaken in the preceding six (6) months by MAWIB and the City pursuant to this Cooperation Agreement.
- B. Within 60 days after it becomes available, MAWIB shall file a copy of its annual audited financial report with the City Clerk for delivery to the City of Milwaukee Community and Economic Development Committee.

- C. Within 60 days after it becomes available, MAWIB shall file a copy of its WIA Plan with the City Clerk for delivery to the City of Milwaukee Community and Economic Development Committee.

### **ARTICLE III**

#### **Term of Agreement**

The term of this Agreement shall commence upon execution by the parties for a term of eighteen (18) months and thereafter shall automatically renew for successive one (1) year terms. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party.

### **ARTICLE IV**

#### **Amendment**

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, and 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 V**

#### **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 VI**

#### **Notices**

In the event 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  
Department of Administration  
200 East Wells Street, Room 606  
Milwaukee, WI 53202  
Attention: Ms. Sharon Robinson, Director

and

City of Milwaukee  
Department of City Development  
809 North Broadway  
Milwaukee, WI 53202  
Attention: Rocky Marcoux, Commissioner

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

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

## **ARTICLE VII**

### **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 VIII**

### **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. Except as otherwise authorized, such records shall be maintained for a period of seven years after termination of this Agreement.

## **ARTICLE IX**

### **Discrimination**

MAWIB shall not 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 upon affiliation with, or perceived affiliation with any of these protected categories.

## **ARTICLE X**

### **Insurance**

MAWIB will 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 of Milwaukee 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 XI**

### **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.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and date set forth above.

**CITY OF MILWAUKEE**

\_\_\_\_\_  
Tom Barrett, Mayor

\_\_\_\_\_  
RONALD D. LEONHARDT, City Clerk

**COUNTERSIGNED:**

\_\_\_\_\_  
W. MARTIN MORICS, City Comptroller

Date: \_\_\_\_\_

**MILWAUKEE AREA WORKFORCE  
INVESTMENT BOARD, INC.**

By: \_\_\_\_\_  
DONALD SYKES, Chief Executive Officer

Approved as to Form and Execution this \_\_\_\_\_ day of \_\_, 2008 by \_\_\_\_\_,  
Assistant City Attorney.

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TOG/ml