

**WORKFORCE DEVELOPMENT
CONSORTIUM AGREEMENT**

**WORKFORCE DEVELOPMENT AREA #2
(WDA 2)**

WORKFORCE DEVELOPMENT CONSORTIUM AGREEMENT

(WORKFORCE DEVELOPMENT AREA #2)

THIS AGREEMENT (“Agreement”) is made as of the ____ day of _____, 2017 (the “Effective Date”) by and between the City of Milwaukee, a Wisconsin municipal corporation, acting by and through its Mayor (“City”), and the Intergovernmental Cooperation Council (“ICC”), a council organized pursuant to Wis. Stat. §66.0301, which consists of the individual elected executive officers of the units of general local government located within Milwaukee County, (collectively, the “Parties”).

WHEREAS, in 2015, the Workforce Innovation and Opportunity Act (WIOA) 29 U.S.C. § 3102, et seq., comprehensive legislation that reforms and modernizes the public workforce system, went into effect, superseding the Workforce Investment Act of 1998; and

WHEREAS, 20 CFR §679.300 proposes that the vision of a local workforce development board is to serve as a strategic leader and convener of local workforce development system stakeholders. The WDA #2 Local Board (“Local Board”) partners with employers and the workforce development system to develop policies and investments that support workforce system strategies that support regional economies, the development of effective approaches, including local and regional sector partnerships and career pathways, and high quality, customer centered service delivery and service delivery approaches; and

WHEREAS, 20 CFR §679.300 proposes that the purpose of a local board is to provide strategic and operational oversight in collaboration with the required and additional partners and workforce stakeholders to help develop a comprehensive and high-quality workforce development system, in the local area and larger planning region; assist in the achievement of the State of Wisconsin’s (“State”) strategic and operational vision and goals and outlines in the State Plan; and maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided; and

WHEREAS, the Governor of the State of Wisconsin designates local workforce development areas (“Local Areas”) through consultation with the State of Wisconsin Council on Workforce Investment (CWI) (“State Board”), and after consultation with chief elected officials and local boards, and after consideration of comments received through the public comment process, and according to the procedures set forth in WIOA, including 29 U.S.C. §3121(b); and

WHEREAS, each Local Area shall have a local Workforce Development Board appointed by Chief Elected Officials (“CEOs”) in accordance with the WIOA and State criteria; and

WHEREAS, “chief elected official” is defined by WIOA at 29 U.S.C. § 3102(9) as “the chief elected executive officer of a unit of general local government in a local area” and a “unit of general local government” is defined by WIOA at § 3102(62) as “any general purpose political subdivision of a State that has the power to levy taxes and spend funds, as well as general corporate and police powers;” and

WHEREAS, if a Local Area includes more than 1 unit of general local government, the CEOs of such units may execute an agreement that specifies the respective roles of the individual CEOs in (I) the appointment of the members of the Local Board from the individuals nominated or recommended in accordance with the criteria established by the Governor and the state board under 29 U.S.C. § 3122(b); and (II) in carrying out any other responsibilities assigned to such officials under WIOA; and

WHEREAS, Workforce Development Area # 2 in the state of Wisconsin (“WDA #2”) includes all of Milwaukee County, of which 63% of the population resides in the City of Milwaukee; and

WHEREAS, the Local Board has adopted and approved its WIOA Plan for 2016-2020, which states: “The city posts a higher ratio of workforce entry to exit as well as larger percentages of young and prime working age residents, suggesting that the city represents the future of the seven county Southeastern Wisconsin workforce.”; and

WHEREAS, the Local Board’s 2016-2020 adopted plan also states: “there is not a regional public transit system and a majority of regional jobs are in the suburban areas, which can create a barrier to employment for WDA #2 residents;” and

WHEREAS, the ICC includes the CEOs of all municipalities within Milwaukee County, and the ICC takes an active role via board appointments and oversight in the governance of the multi-jurisdictional Milwaukee Metropolitan Sewerage District; and

WHEREAS, on July 20, 2017, the ICC met and selected the Mayor Tom Barrett of the City of Milwaukee as designated Chief Elected Official (“Designated CEO”) for WDA #2,

NOW, THEREFORE, in consideration of the mutual obligations hereunder, City and ICC covenant and agree as follows:

I. THE CONSORTIUM

1. The City and the ICC constitute the Consortium. The Consortium delegates its day to day responsibilities of the chief elected official(s) to the Designated CEO. The Designated CEO shall be the Chair of the Consortium for WDA #2. The Chair shall serve for a term of 4 years, or concurrent with the Chair’s term of local elected office. On July 20, 2017, the Consortium selected the Mayor of the City of Milwaukee to be the first Designated CEO.
2. The Consortium will meet at least two times a year for the purpose of strategic planning and, as needed, approving the Local Area’s plan. At least one of these meetings shall be in conjunction with the Local Board.
3. The Designated CEO will recommend to the Local Board a candidate for Executive Director as the need arises.

4. The Consortium and the Designated CEO shall regularly receive updates from the Local Board and Executive Director on progress and performance under the Local Board's adopted WIOA Plan, and other items of interest to the Consortium.
5. The Designated CEO shall negotiate, and the Consortium shall execute, an agreement between the Local Board, the Consortium, and any other necessary parties, setting forth their respective duties and liabilities.

II. STRATEGIC ROLE OF THE CONSORTIUM

1. The parties acknowledge that local elected officials play a critical role in the success of the workforce development system. Working through the Consortium and the Consortium Chair, the CEOs will take advantage of the following opportunities offered by WIOA: WDA #2's workforce development strategies, programs and services will reflect the region's economic development goals and employment-related needs.
2. Through the Consortium, the CEOs will be able to refer their constituents – both job seekers and employers – to high quality programs and services available through One-Stop Employment Centers and affiliate sites.
3. The Consortium will have a coordinated regional approach that integrates the development of career pathways and sector strategies that address the high-demand industries and occupations in Southeastern Wisconsin.
4. The Consortium will use its power to leverage Federal, State and municipal resources to achieve maximum impact. The Consortium's One-Stop Employment Centers will benefit from strong participation among partner programs.
5. The Consortium commits to negotiating strong performance goals with the State and supporting continuous improvement and data-driven program management.
6. The Consortium is committed to following and implementing and/or assisting the Local Board in following and implementing the Wisconsin Department of Workforce Development's Workforce Innovation and Opportunity Act Combined State Plan, and the Wisconsin Workforce Development Area 2 Workforce Innovation and Opportunity Act Local Plan.

III. CHIEF ELECTED OFFICIALS (CEOs) AND LOCAL BOARD FUNCTIONS

1. The Consortium shall fulfill those duties assigned to the CEOs under the WIOA, as well as other functions as assigned by agreement between the Consortium and the Local Board, by this Agreement, by the WIOA, by the State or by the Parties. Without limiting those assigned duties not specifically listed here, including those set forth in WIOA, the Consortium shall:

- A. Designation and Membership of Local Area Board.
- i. Assist the Local Board in its requests for subsequent designations of WDA #2, as such requests become necessary. 29 U.S.C. §3121(b)(3); and
 - ii. In accordance with the terms set forth in Article IV below, and the requirements established by the Governor and the criteria established under 29 U.S.C. §3122(b), appoint the members of the Local Board from the individuals nominated or recommended to be such members. 29 U.S.C. §3122(c)(1)(A).
- B. Local and Regional Planning.
- i. 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);
 - ii. Engage with the Local Board 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);
 - iii. To the extent feasible, align all investments in workforce development in the Local Area, whether WIOA resources or other resources, under the policy umbrella of the Local Board; and
 - iv. When applicable, ensure that policies of the Local Board for workforce development, become integrated into Local Area overall policies for economic development, education, and workforce development.
- C. Budget and Grant Administration Responsibilities.
- i. The Consortium designates Employ Milwaukee, Inc., a nonprofit corporation, to serve as local grant subrecipient under 29 U.S.C. §3122(d)(12)(B)(i)(II) and fiscal agent, and for such other programs as may be mutually agreed upon, and shall negotiate and enter into an agreement with Employ Milwaukee, Inc. further defining the relationship between the Consortium, the Parties, and Employ Milwaukee, Inc., which shall include, but not be limited to, the fiscal duties of Employ Milwaukee, Inc., and indemnification of the Parties by Employ Milwaukee, Inc. for Employ Milwaukee, Inc.'s management of grant funds;
 - ii. Along with the Local Board, use funds allocated to the Local Area by the state and use nonfederal funds available to the Local Area that the Consortium and Local Board determine are appropriate and

available for that use, in fulfillment of its responsibilities under WIOA. 29 U.S.C. §3131; and

- iii. Review and approve the Local Board's budget for the activities of the Local Board. 29 U.S.C. §3122(d)(12)(A).

D. Program Oversight.

The Consortium shall:

- i. 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 Consortium 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 Designated CEO 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. 29 U.S.C. §3122(d)(8);
- ii. Work with the Local Board consistent with 29 U.S.C. §3151(d), to 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);
- iii. 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);
- iv. Work with the Local Board to 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);
- v. 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);
- vi. Along with the Local Board, 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);

- vii. Along with the Local Board, 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);
- viii. Along with 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); and
- ix. Work with the State and local board on provision of rapid response services in the local area. 29 U.S.C. §3174(a)(2).

E. Performance Measures.

- i. The Designated CEO 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); and
- ii. The Designated CEO and the Consortium, with 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. LOCAL BOARD APPOINTMENTS

1. Local Board appointments shall be allocated to the Consortium members as follows:
 - Local Board appointments shall be made by the Chair, except for:
 - Appointment of 1 ICC member selected by the ICC
 - One business or labor representative selected and approved by the ICC
2. The Parties agree to appoint Local Board members in accordance with the Workforce Innovation and Opportunity Act, implementing federal regulations, criteria established by the State and this Consortium Agreement, in the following way:

- A. Business Representatives: A majority (at least 51%) of the members of the Local Board shall be representatives of business in the Local Area, who:
- i. Are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
 - ii. Represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area; and
 - iii. Are appointed among individuals nominated by local business organizations and business trade associations.
- B. Workforce Representatives: (Labor, Community Based Organizations and Youth Serving Organizations) – Not less than 20% of the members of the Local Board shall be representatives of the workforce within the local area, who:
- i. shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
 - ii. shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
 - iii. may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
 - iv. may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

- C. Education and Training Representatives - The Local Board shall include representatives of entities administering education and training activities in the local area, who:
- i. shall include a representative of eligible providers administering adult education and literacy activities under title II;
 - ii. shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);
 - iii. may include representatives of local educational agencies, and of community based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;
- D. Government and Economic Development Representatives – The Local Board shall include representatives of governmental and economic and community development entities serving the local area, who:
- i. shall include a representative of economic and community development entities;
 - ii. shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;
 - iii. shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area;
 - iv. may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and
 - v. may include representatives of philanthropic organizations serving the local area.
- E. Other Members - The Local Board may include one other individual or representative of entities, provided that the individual or representative meets the criteria under WIOA and State guidance, and the appointment does not cause the board's composition to fall outside of statutory or State administrative guidelines.

3. Assuming no representation of multiple categories occurs, the **minimum** size of the Local WDB will be 33 members, per the below formula:

Category		32
Business	16+1(to ensure majority)	17
Workforce	8 (4 labor + 1 apprenticeship) + 3 (to maintain 20%)	8
Education/Training	2 (1 adult education/literacy + 1 higher education)	2
Economic/Community Development	1 (1 economic/community development)	1
Government	4 (1 Wagner-Peyser + 1 Vocational Rehabilitation + 1 Unemployment Insurance + 1 ICC member appointment)	4

V. TERM

1. The term of this Agreement shall commence on the Effective Date and shall continue in force until terminated in one of the following ways:
 - A. Changes in federal law occur, prohibiting or rendering this Agreement ineffectual shall result in automatic termination;
 - B. Repeal of WIOA or loss of federal funding for WIOA projects shall result in automatic termination;
 - C. Either Party may opt to terminate this Agreement by providing 90 days' notice in writing to the other Parties, provided, however, that any notice of termination must be provided at least 180 days before any future deadline for a request for subsequent designation of WDA #2.

VI. AMENDMENT

This Agreement may be amended at any time by the written, signed consent of all the Parties.

VII. MEETINGS

1. Regular Meetings. The Consortium shall meet at least twice annually and at such other times as are deemed necessary. The Parties shall be notified in writing at least two weeks in advance of meetings. The notice shall include the time and place for the meeting and the proposed agenda, and shall be given in accordance with any other applicable Wisconsin laws.

2. The Parties 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 Parties acknowledges that they are 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 Parties, the Consortium, or the Local Board as a consequence of this Agreement, and that the failure to do so shall constitute a material breach of this Agreement, and that the Parties must defend and hold the City harmless from liability due to the Party's or Parties' fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years.

VIII. DECISIONS

Selection of a new Consortium Chair after the Chair's term has expired shall be approved by majority vote of the ICC, except as otherwise established in this Agreement.

IX. SEVERABILITY

Should any part of this Agreement be invalidated otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

X. AUTHORITY

The undersigned officials are authorized to execute this Agreement on behalf of the Parties.

XI. 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. 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.
2. The Parties covenant that they presently have no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of their services hereunder. The Parties further covenant that in the performance of this Agreement no person having any conflicting interest shall be employed.

XII. NONDISCRIMINATION.

1. The Parties agree 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.

2. 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.
3. 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 Agreement. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
4. The Parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
5. The Parties 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.

XIII. LIABILITY

1. 29 U.S.C. 3122 (d)(12)(B)(i)(I) provides that “the chief elected official in a local area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area under sections 3163 and 3173 of this title, unless the chief elected official reaches an agreement with the Governor for the Governor to act as the local grant recipient and bear such liability.”
2. The Designated CEO, acting in his official capacity as an elected official, agrees to serve as the local grant subrecipient, and is liable for the misuse of the grant funds allocated to the local area under 29 U.S.C. 3122 (d)(12)(B)(i)(I) & (II).
3. For only so long as the Mayor of the City of Milwaukee serves as the Designated CEO, the City of Milwaukee, through its Mayor, agrees to assume the liability set forth in paragraph XIII(3).

XIV. AMENDMENTS

This Agreement may be amended or restated as necessitated by any changes in the

Workforce Innovation and Opportunity Act. Additionally, amendments may be made at any time with the written consent of the Parties and such amendments shall be consistent with the requirements of the Workforce Innovation and Opportunity Act.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above. This Agreement may be executed in multiple parts and pdf signatures are as valid as original signatures. A Party may also sign “in abstention,” which shall not bind the Party to the terms of the Agreement, but shall indicate that Party’s lack of objection to the Agreement.

**INTERGOVERNMENTAL COOPERATION CITY OF MILWAUKEE
COUNCIL**

By: _____
Michael Neitzke, Mayor of Greenfield &
Chair, Intergovernmental Cooperation Council

Tom Barrett, Mayor

Date

Date

COUNTERSIGNED:

Martin Matson, Comptroller

Date

Approved as to form and execution:

Assistant City Attorney

Date