



November 11, 2010

Thomas R. Savage
Board Chair

Vincent P. Lyles
First Vice Chair

Richard A. Meeusen
Second Vice Chair

Robert J. Klug
Treasurer

Dennis J. McNally
Secretary

John L. Miller
President and CEO

Board of Directors
Jacqueline Moore Bowles
Juan M. Carrasquillo
Edward P. Carroll, Jr.
Karen G. Duffy
John Dziewa
Darryll L. Fortune
David G. Hansen
Michael T. Jones
Michelle I. Mason
Timothy J. Mattke
Thomas V. Richtman
Kenneth P. Riesch
Marcia Rimai
Mason G. Ross
Barbara Schrantz
Carl E. Vander Wilt

Mr. Ronald Leonhardt
City Clerk
200 E. Wells Street, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

We are thrilled to be the recipient of this grant from the City of Milwaukee to support Goodwill's Workforce Connection Centers. Enclosed are three signed copies of the revised agreement, as reviewed by Joan Farrell, Vice President, Corporate Counsel and agreed upon by the City Attorney's Office.

If you have any questions, please feel free to contact me at 414-847-4172.

Sincerely,
Catherine M. Girard
Catherine M. Girard
Vice President, Development

Enclosures



AGREEMENT
BETWEEN THE CITY OF MILWAUKEE
AND
GOODWILL INDUSTRIES OF SOUTHEASTERN WISCONSIN, INC.

AGREEMENT made this 11th day of November, 2010, by and between the City of Milwaukee (City), and Goodwill Industries of Southeastern Wisconsin, Inc. (Goodwill).

WHEREAS, Goodwill Workforce Connection Centers provide help to people with disadvantages to find jobs through self-directed training, workshops, job search tools, access to employment resources, and support by Goodwill staff; and

WHEREAS, The City and Goodwill are desirous of cooperating in this effort to provide unemployed citizens who have disadvantages obtain the necessary assistance to find jobs, which the Common Council has determined is in the public interest and carries out a public purpose; and

WHEREAS, The City will provide Goodwill an amount not to exceed \$10,000, subject to certain conditions described in this Agreement; and

WHEREAS, The City has authorized its proper City officials to enter into this Agreement pursuant to Common Council Resolution Number 100572 on September 21, 2010;

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

A. OBLIGATIONS OF GOODWILL

1. Goodwill will continue to support and operate its Workforce Connection Centers in order to further provide job creation and employment activities following the model described in Attachment "A" to this Agreement, entitled "Goodwill Workforce Connection Centers Executive Summary, August, 2010."
2. Goodwill acknowledges and agrees that no funds received from the City pursuant to this Agreement will be used for purposes other than the Workforce Connection Centers, and agrees to permit City personnel, including the Comptroller, upon reasonable notice, to audit Goodwill's records to ensure compliance with this provision and other provisions of this Agreement.
3. Upon request, Goodwill will submit a report to the City's Common Council that includes an evaluation of the effectiveness of Goodwill's Workforce Connection Centers; further, Goodwill will make a representative personally available for meetings held by the Common Council or its committees that include agenda items regarding the report.

B. OBLIGATIONS OF THE CITY

The City will provide Goodwill with an appropriation not to exceed \$10,000 from the 2010 Economic Development Committee Fund Special Purpose Account, 0001-1310-S123-006300, to be used to support the activities described in paragraphs A.1-3, above.

C. OTHER PROVISIONS

1. Term. This Agreement shall be effective upon signature of the authorized representatives of each party. The Agreement shall terminate one year from the date of execution. The Agreement may be terminated by either party for non-performance of the other party.

2. Conflict of Interest.

a. Interest in Contract. 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.

b. Interest of Other Local Public Officials. 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.

3. Discrimination Prohibited.

a. Goodwill warrants that it is an equal opportunity employer and fully supports the letter and spirit of Title VII of the Civil Rights Act of 1964, as amended, and that it is in compliance with such Act and all applicable legally managed Affirmative Action Programs.

b. Goodwill will comply with all applicable provisions of the Americans with Disabilities Act of 1990.

c. Goodwill 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.

d. Goodwill shall assist the City in meeting its obligations under the Wisconsin Public Records Law. Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject

to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Goodwill acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

4. Notices and other correspondence concerning this Agreement shall be sent to:

For the City:

Ronald Leonhardt, City Clerk
200 East Wells Street, Room 205
Milwaukee, WI 53202
(414) 286-2221

For Goodwill:

Yvonne Sellers, Director
Workforce Connection Centers
3903 North Richards Street
Milwaukee, WI 53212
(414) 962-4148

5. This Agreement may be amended or extended at any time in writing upon mutual agreement of the parties hereto.

6. Goodwill agrees to indemnify, defend, and save harmless the City and its officers, employees, and agents from and against any and all liability arising as a result of Goodwill's actions under this Agreement.

7. This Agreement sets forth all the covenants, provisions, agreements, conditions, and understanding between the parties, and there are no covenants promises, agreements, conditions, or understandings either oral or written other than are herein set forth.

In Witness Whereof, the parties have executed this Agreement, as of the date hereinbefore set forth.

CITY OF MILWAUKEE

Tom Barrett
Mayor

Date: 11/16/2010

Ronald Lonhart
City Clerk

Date: 11/15/10

COUNTERSIGNED:

John E. [Signature]
SPECIAL DEPUTY CITY COMPTROLLER TD
Date: NOV 23 2010

GOODWILL INDUSTRIES OF SOUTHEASTERN WISCONSIN, INC.

Charles [Signature], CFO
Date: 11/11/10

LUB:bl
11/10/10
1055-2010-2736/162631