



Department of Administration
Business Operations Division

Tom Barrett
Mayor

Sharon Robinson
Director of Administration

Rhonda U. Kelsey
City Purchasing Director

March 19, 2009

To the Honorable
Michael J. Murphy, Chair
Committee on Finance & Personnel
Common Council-City Clerk
City Hall Room 205

Dear Alderman Murphy:

I am writing in response to your letter dated March 10, 2009 regarding Common Council File Number 080218 a substitute ordinance relating to participation of city residents in public works contracts, requirements for developers receiving direct financial assistance from the city, and local business contracting standards.

More specifically, I am responding to your concerns regarding the potential impact on City staff in the implementation, enforcement and monitoring requirements of the ordinance. I have thoroughly reviewed the latest version of the ordinance and I have assessed both the fiscal and operational impacts of the ordinance that directly impact the Department of Administration (DOA)-Business Operations Division (BOD) - Emerging Business Enterprise (EBE) Office.

First, I will comment on Chapter 355 – the Community Participation In Development Agreements section of the ordinance. Primarily all sections of Chapter 355 of the ordinance will have a direct impact on the DOA-BOD-EBE Office. This section of the ordinance requires the DOA-BOD-EBE Office to implement, administer, monitor, enforce and report on several new workforce related programs and/or functions. These new programs and/or functions include the Apprenticeship and On-The Job Trainee program; the First Source Utilization program; and the Resident Preference Program (RPP), and prevailing wage monitoring and enforcement.

At present, the DOA-BOD-EBE Office does not administer any of these new programs and/or functions. While I have had discussions with the Commissioner of the Department of Public Works (DPW) about working collaboratively and sharing best practices with DOA-BOD-EBE staff to assist with the monitoring and enforcement of prevailing wage requirements and establishing journeyman to apprenticeship ratios on development projects given the fact that DPW is currently responsible for monitoring these programs for public works contracts; it is clear that ordinance requires the DOA-BOD-EBE program to manage and administer these programs and/or functions.

Chapter 355 of the ordinance also requires the DOA-BOD-EBE program to plan, implement and enforce the RPP for the “private” portion of development projects. Monitoring and enforcement of RPP participation on the “private” portion of development projects is not a function of the DOA-BOD-EBE

Office. In instances where RPP requirements are included on development projects, the developer will hire a consultant to monitor and prepare a report of the developer's contractor in fulfilling RPP participation requirements. Reports that are prepared by the developer's consultant are then submitted to the Department of City Development (DCD) and the EBE Office. These reports are reviewed and filed. While the RPP reports are filed with both DCD and the EBE Office, neither entity performs the role of monitoring, reporting, or enforcing RPP requirements. Chapter 309 of the Milwaukee Code of Ordinances requires the DPW to administer, monitor, and enforce RPP requirements on public works contracts. There is no reference in the City's Code that requires the EBE Office to administer and enforce the RPP for development projects.

The next section of Chapter of 355 that I will address is the First Source Recruitment Employment Program. This program as defined in the draft cooperation agreement between the City and the Milwaukee Area Workforce Investment Board (MAWIB) pursuant to the proposed ordinance requires a recipient of direct financial assistance, to require all of its contractors and subcontractors on a development project to use the City's First source-Employment Program ("the Program") as their first source for recruiting applicants for both new and replacement employment. Although, the MAWIB is identified as the agent for purposes of operating the Program, Article II of the cooperation agreement identifies the following City responsibilities:

- The City, through its EBE Manager, shall monitor compliance with the Program.
- The City shall develop a form first-source employment agreement for execution by MAWIB and each contractor or subcontractor required to participate in the Program.
- Any direction to be exercised on the part of the City or any approvals to be granted under cooperation agreement shall be given by the EBE Manager.
- The City's Department of Administration, including its EBE Manager, shall upon request meet and confer with MAWIB to assist MAWIB in fulfilling its responsibilities under the cooperation agreement.
- The City, through its Department of Administration, shall meet and confer with MAWIB on an annual basis to identify and secure sources of grant funding to promote the objectives of the cooperation agreement.

While it is anticipated that the EBE Manager will work closely with MAWIB to administer the First Source program, it is important to point out that the EBE Office does not have the existing capacity to carry out these responsibilities, along with effectively managing the existing EBE program, the RPP, Apprenticeship and On the Job Trainee program, and monitor and enforce the prevailing wage requirements that are identified in the ordinance.

In an effort to provide you with a detailed analysis of the impact of the aforementioned duties that will be required of the DOA-BOD-EBE Office, enclosed with this letter are several supporting documents that might be of assistance as you further analyze the overall fiscal and operational impacts of the ordinance:

- Exhibit 1: Analysis of Proposed City Ordinance – CC File No: 080218 Functions & Departmental Responsibilities
- Exhibit 2: DOA-BOD-EBE Program Duties (This document also provides an explanation of the duties that will be required of the proposed Compliance Officer position that is included in the revised fiscal note).
- Exhibit 3: Revised Fiscal Note dated March 17, 2009
- Exhibit 4: Draft Cooperation Agreement Between the City and MAWIB regarding the First Source Employment Program.

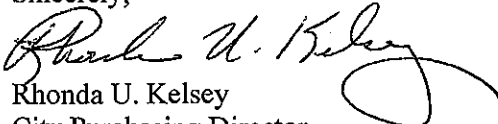
In regard to Chapter 365 of the ordinance – the Local Business Enterprise (LBE) Contracting Program, the City Purchasing Director shall develop appropriate rules, procedures and regulations for assuring compliance, supervise, coordinate, monitor and enforce the implementation of the LBE program. The fiscal impact associated with administering and implementing is strictly related to estimated increased contract costs. Based on an analysis of how the LBE contracting program would have impacted 2006, 2007, 2008 bid awards the three year average increase in contract costs would have been approximately \$15,000. I do not anticipate any need of additional staff to administer the program. Enclosed with this letter is a spreadsheet (Exhibit 5) that provides a summary of the annual fiscal impact of the LBE contracting program for these three years. In addition, enclosed are several documents (Exhibits 6, 7, 8) that include a listing of 2006-2008 Milwaukee Low Bid firms.

In closing, I look forward to playing a key role in implementing and administering various aspects of this ordinance. I am supportive of the legislation's intent of affording and creating employment opportunities for city residents and overall promotion of economic growth in the City.

I hope that the information that I have provided is responsive to your request and I look forward to addressing any additional questions or concerns that you might have.

Thank you for your consideration.

Sincerely,


Rhonda U. Kelsey
City Purchasing Director

- c: Honorable Mayor Tom Barrett
- All Council Members
- Patrick Curley
- Leslie Silletti
- Sharon Robinson
- Mark Nicolini
- Jeff Mantes
- Rocky Marcoux
- Ghassan Korban
- Ossie Kendrix

EXHIBIT 1

ANALYSIS OF PROPOSED CITY ORDINANCE - COMMON COUNCIL FILE NO: 080218 FUNCTIONS & DEPARTMENTAL RESPONSIBILITIES									
Program	Job Functions	Current Departmental Responsibility			New Duty	Who accomplishes New Duty?			
		DPW (Pub Works Contracts)	DCD**	EBE					
EBE Program (EBE Participation Only)									
	Compliance & participation rate setting	X		X	No	N/A			
	Monitoring & Enforcement	X		X	No	N/A			
	Annual Report			X	No	N/A			
Residence Preference Program									
	Planning	X		X	Yes	EBE Staff			
	Implementation	X		X	Yes	EBE Staff			
	Monitoring & Enforcement	X			Yes	EBE Staff			
	Annual Report	X			Yes	EBE Manager			
	Arrange and Coordinate Audit (every 3yrs)				Yes	EBE Manager/Comptroller/3rd Party			
First Source Employment Program									
	Administration				Yes	MAWIB			
	Implementation				Yes	MAWIB/EBE Manager			
	Distribution of information/materials				Yes	EBE Staff or Designee (MAWIB)			
	Tracking				Yes	MAWIB			
	Monitoring & Enforcement				Yes	EBE Manager			
	Annual Report				Yes	MAWIB			
	Identify & Secure Grants				Yes	DOA			
Apprenticeship/On-the-job Trainees									
	Implementation				Yes	DOA/EBE Staff			
	Establish Apprenticeship/Journeymen Ratios	X			Yes	DOA/EBE Manager			
	Enforcement	X			Yes	DOA/EBE Staff			
	Monitoring	X			Yes	DOA/EBE Staff			
	Annual Report	X			Yes	DOA/EBE Manager			
Prevailing Wage									
	Monitoring	X		X	Yes	DOA/EBE Program			
	Enforcement			X	Yes	DOA/EBE Program			
	Annual Report			X	Yes	DOA/EBE Program			
Local Business Enterprise Program									
	Implementation				Yes	DPW & City Purchasing Director			
	Monitoring				Yes	DPW & City Purchasing Director			
	Annual Report				Yes	DPW & City Purchasing Director			

Notes: *DPW currently administers the RPP program. Apprenticeship & Prevailing wage requirements for public works contracts.
 **DCD currently works with the Developer to include EBE & RPP requirements in the Term Sheet for various development Projects.

EXHIBIT 2

DOA - Business Operations Division - Emerging Business Enterprise Program	
Position	Responsibilities
Manager	Overall program implementation and management of Chapter 360
	Overall program implementation and management of MORE Ordinance (RPP, Prevailing Wage, and First Source Employment Program)
	Manage EBE certification program
	Lead City efforts in First Source Employment Program with MAWIB
	Manage Development Projects
	Disparity Study Project Manager
	North End Business Capacity Building Project Manager
	Revolving Loan Program Manager
	Business Community Liaison
	Database Management
	Lead Compliance/Enforcement Officer
	Responsible for Annual Reporting
	Coordination of various program audits
	Contract Compliance Officer* (New Proposed Position)
	Assists in the coordination of Prevailing Wage monitoring and reporting
	Assists in the coordination of Apprenticeship/On-the-job Trainees
	Assists in the City efforts related to the First Source Employment Program
	Assists in the management of development projects
	Assists in coordinating efforts related to Union/Non-Union Organizations
	Document Coordination and File Management
	Database Maintenance
	Assists with Compliance/Enforcement
Business Analyst, Sr.	Assists with EBEP implementation and ongoing coordination with various city departments
	Assists in the coordination of the EBE certification program
	Coordinate EBE Orientation
	Disparity Study Project Support
	Revolving Loan Program Support
	North End Business Capacity Program Support
	Document Coordination and File Management
	Database Maintenance
	Assists with Compliance/Enforcement
	Business Analyst
Assists in the coordination of the EBE certification program	
Business Training Navigation Program Support	
Disparity Study Project Support	
Document Coordination and File Management	
Database Maintenance	
Assists with Compliance/Enforcement	

* This new proposed position will assist the EBEP office in overall implementation and ongoing monitoring of all new programs per Ordinance 080218.

CITY OF MILWAUKEE FISCAL NOTE

EXHIBIT 3

A) DATE 3/17/09

FILE NUMBER: 080218

Substitute

SUBJECT: A substitute ordinance relating to participation of city residents in public works contracts, requirements for developers receiving direct financial assistance from the city, and local business enterprise contracting standards.

B) SUBMITTED BY (Name/title/dept./ext.): Rhonda U. Kelsey, City Purchasing Director, DOA-Business Operations Division

C) CHECK ONE: ADOPTION OF THIS FILE AUTHORIZES EXPENDITURES
 ADOPTION OF THIS FILE DOES NOT AUTHORIZE EXPENDITURES; FURTHER COMMON COUNCIL ACTION NEEDED. LIST ANTICIPATED COSTS IN SECTION G BELOW.
 NOT APPLICABLE/NO FISCAL IMPACT.

D) CHARGE TO: DEPARTMENT ACCOUNT(DA) CONTINGENT FUND (CF)
 CAPITAL PROJECTS FUND (CPF) SPECIAL PURPOSE ACCOUNTS (SPA)
 PERM. IMPROVEMENT FUNDS (PIF) GRANT & AID ACCOUNTS (G & AA)
 OTHER (SPECIFY)

E) PURPOSE	SPECIFY TYPE/USE	ACCOUNT	EXPENDITURE	REVENUE	SAVINGS
SALARIES/WAGES:					
SUPPLIES:					
MATERIALS:					
NEW EQUIPMENT:					
EQUIPMENT REPAIR:					
OTHER:	Create one new position of Contract Compliance Officer to assist with implementation, and administration of substitute ordinance 080218	Wages Supplement Fund	\$50,206		
OTHER 2:	Local Business Enterprise Contracting Program one component of ordinance 080218 (Estimated annual cost increase associated with informal and formal contract awards)	N/A	\$15,000		
TOTALS					

F) FOR EXPENDITURES AND REVENUES WHICH WILL OCCUR ON AN ANNUAL BASIS OVER SEVERAL YEARS CHECK THE APPROPRIATE BOX BELOW AND THEN LIST EACH ITEM AND DOLLAR AMOUNT SEPARATELY.

<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS
<input type="checkbox"/> 1-3 YEARS	<input type="checkbox"/> 3-5 YEARS

G) LIST ANY ANTICIPATED FUTURE COSTS THIS PROJECT WILL REQUIRE FOR COMPLETION:

H) COMPUTATIONS USED IN ARRIVING AT FISCAL ESTIMATE:

This estimate is based on analyzing the capacity of existing resources that are available to manage the duties and responsibilities of the Emerging Business Enterprise (EBE) Program. Given the similarities between some of the duties and responsibilities of the Contract Compliance Officer position in the Contract Administration Section of the Department of Public Works (DPW) and the duties and responsibilities that will be required to fulfill the intent of the ordinance the same title and Pay Grade would be utilized for the creation of this new position. The Local Business Enterprise (LBE) Program fiscal impact was determined by analyzing 2007 and 2008 informal and formal contract awards that would have fallen under the LBE provision.

PLEASE LIST ANY COMMENTS ON REVERSE SIDE AND CHECK HERE

Attached to this fiscal note are several documents that provide further information regarding the new duties and functions that will be required under the ordinance; current duties and responsibilities of the EBE Program; the proposed new Contract Compliance Officer position; and information regarding the fiscal impact of the LBE contracting program.

**COOPERATION AGREEMENT
REGARDING
FIRST-SOURCE EMPLOYMENT PROGRAM**

**CITY OF MILWAUKEE
AND
MILWAUKEE AREA WORKFORCE INVESTMENT BOARD**

This Agreement is made and effective as of the _____ day of _____, 2009, by and between the City of Milwaukee, Wisconsin, a municipal corporation, ("the City") and the Milwaukee Area Workforce Investment Board, Inc. ("MAWIB"), a Wisconsin corporation, whose address is 2338 North 27th Street, Milwaukee, Wisconsin.

WITNESSETH:

WHEREAS, The Mayor of the City of Milwaukee and MAWIB entered into an Amended and Restated Memorandum of Agreement dated 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 and MAWIB entered into a Cooperation Agreement (Workforce Development) dated as of January 1, 2008 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, Pursuant to proposed Common Council File No. 080218, the City requires a recipient of direct financial assistance, as defined in that file, to require all of its contractors and subcontractors on a project receiving financial assistance to use the City's First-Source Employment Program ("the Program") as their first source for recruiting applicants for both new and replacement employment for projects receiving direct financial assistance; and

WHEREAS, MAWIB and its staff have unique expertise in the areas of job training and workforce development and plan, administer, and coordinate employment and training programs for adults and youth in Milwaukee County; and

WHEREAS, The City desires to designate MAWIB as its agent for purposes of operating the Program; and

WHEREAS, This Agreement provides for the City's designation of MAWIB as the administrator of the City's first-source employment program pursuant to proposed Common Council File No. 080218; and

WHEREAS, The Common Council of the City authorized execution of this Agreement pursuant to Resolution No. 080764 adopted _____, 2009; and

WHEREAS, MAWIB authorized execution of this Agreement pursuant to its resolution adopted _____, 2009,

NOW, THEREFORE, the City and MAWIB, in consideration of the mutual promises of the parties, agree as follows:

ARTICLE I
MAWIB Responsibilities

1. MAWIB shall administer the Program.
2. MAWIB shall maintain a database of job opportunities subject to the Program.
3. MAWIB shall provide information regarding Program job opportunities to all City residents. MAWIB shall meet and confer with the City, through the City's Emerging Business Enterprise Manager ("EBE Manager"), to identify means to provide job-opportunity information to City residents.
4. MAWIB shall implement a tracking system and record which applicants were interviewed, which applicants were not interviewed, and which applicants were hired for positions subject to the Program.
5. MAWIB shall meet and confer with the City to discuss opportunities to integrate MAWIB's job-applicant tracking software with the City's recordkeeping related to the Program.
6. MAWIB shall execute a first-source employment agreement with each contractor or subcontractor required to participate in the Program. The agreement shall comply with the requirements set forth in proposed Common Council File No. 080218.
7. If MAWIB determines that a contractor or subcontractor has failed to comply with a first-source employment agreement between MAWIB and the contractor or subcontractor, MAWIB shall notify the EBE Manager of such noncompliance within 30 days of such determination.
8. ~~MAWIB shall forward to the EBE Manager all contractor or subcontractor requests for an emergency waiver from the requirement that the contractor or subcontractor allow MAWIB 10 business days to refer applicants to the contractor or subcontractor. Only the~~

~~EBE Manager may approve a contractor or subcontractor request for an emergency waiver. If a contractor or subcontractor requests a waiver of the 10-day referral period requirement in the event of an emergency under MCO § 355-11-3-b, MAWIB shall use its discretion to determine whether an emergency exists. MAWIB shall grant or deny such waiver request within [INSERT TIMEFRAME] of receipt of the waiver request.~~

9. MAWIB shall file a report on the progress of the Program on July 1 of each year with the EBE Manager. The annual report shall include but not be limited to the number of job opportunities posted, the number of applicants referred by MAWIB, the number of applicants interviewed, the number of applicants hired under the Program, job placement information for each individual hired by a participating contractor or subcontractor under the Program, the number of emergency waivers granted by MAWIB, and other information as reasonably required by the EBE Manager.
10. MAWIB staff will work closely with the EBE Manager to ensure that all services outlined in this Agreement are provided as described, and to ensure that all information that is required by the City is reported in a timely fashion.
11. Notwithstanding the foregoing provisions of this Article I, the parties acknowledge that MAWIB shall be directly responsible for the daily administration of the Program.

ARTICLE II

City Responsibilities

1. The City, through its EBE Manager, shall monitor compliance with the Program.
2. The City shall develop a form first-source employment agreement for execution by MAWIB and each contractor or subcontractor required to participate in the Program.
- ~~1.3.~~ Any direction to be exercised on the part of the City or any approvals to be granted under this Agreement, Agreement shall be given by the EBE Manager.
4. The City's Department of Administration, including its EBE Manager, shall upon request meet and confer with MAWIB to assist MAWIB in fulfilling its responsibilities under this Agreement.
- ~~2.5.~~ The City, through its ~~EBE Manager~~ Department of Administration, shall meet and confer with MAWIB on an annual basis to identify and secure sources of grant funding to promote the objectives of this Agreement.

ARTICLE III

Audits and Inspections

At any time during normal business hours and as often as the City, or if federal or state grants or aids are involved, as the appropriate state or federal agency may deem necessary, there shall be made available to the City or such agency for examination all of MAWIB's records with respect to the matters covered by this Agreement and MAWIB shall permit the City or such agency and/or their representatives and agents to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

ARTICLE IV
Term of Agreement

The term of this Agreement shall commence upon the execution of the Agreement by the authorized representatives of the parties, and shall remain in force for the entire duration of the Program, unless the Agreement is terminated as herein provided.

ARTICLE V
Termination

The City may terminate this Agreement for any reason by giving at least 60 days notice in writing to MAWIB specifying the effective date thereof. In the event of such termination, the City and MAWIB agree and acknowledge that the City shall in no way be responsible for legal or equitable damages alleged by MAWIB as a consequence of termination under this section.

MAWIB may terminate this Agreement for any reason by giving at least 60 days notice in writing to the City specifying the effective date thereof.

ARTICLE VI
Entire Agreement / Amendment

This Agreement sets forth all of 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 are herein set forth. This Agreement 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 VII
Assignment

This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by MAWIB without the prior written consent of the City. If the City gives such consent, the terms

and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

ARTICLE VIII
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 IX
Notices

If 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
Emerging Business Enterprise Program
200 East Wells Street, Room 606
Milwaukee, WI 53202
Attention: Mr. Ossie C. Kendrix, Jr.

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

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

ARTICLE X
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 XI
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. Such records shall be maintained for the period of time required by the Wisconsin Public Records Law.

ARTICLE XII
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 XIII
Insurance

MAWIB shall 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 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 XIV
Indemnification

The City and MAWIB each agree to indemnify, defend, and save harmless the other, and each other's officers, directors, employees, and agents, from and against any and all liability for injuries or damages to persons or property, in whole or in part, as a result of this Agreement, not arising through their fault, including, but not limited to, liability in contract, in tort, or under federal or state law arising or resulting from performance or failure to perform under this Agreement, and in addition, for any and all related expenses, including, but not limited to, defense costs and reasonable attorney's fees.

ARTICLE XV
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, each party has caused this Cooperation Agreement to be executed by its duly authorized officers, all as of the date of this Cooperation Agreement.

CITY OF MILWAUKEE

TOM BARRETT, Mayor

RONALD D. LEONHARDT, City Clerk

COUNTERSIGNED:

W. MARTIN MORICS, City Comptroller

Date: _____

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

DONALD SYKES, Chief Executive Officer

Approved as to form and execution
this ____ day of _____, 2009.

Assistant City Attorney

EXHIBIT 5

**2006, 2007, 2008
DOA - BOD Procurement Formal Contracts***

Local Contractor	Bid No.	Line No.	Lowest Bidder	% Difference From Lowest Bidder	Amount Difference	Low Bid	Local Bid Price	
2006								
1	Lakeside International Trucks	1759	1	No	2.74%	\$4,215.00	\$149,535.00	\$153,750.00
2	Lakeside International Trucks	1757	1	No	2.06%	\$1,242.00	\$59,068.00	\$60,310.00
3	Graybar Electric Company, Inc.	1770	1	No	2.47%	\$768.60	\$30,380.00	\$31,148.60
4	Lakeside International Trucks	1754	1	No	0.08%	\$36.00	\$42,959.00	\$42,995.00
5	Chicago Tube & Iron	1767	1	No	1.08%	\$720.00	\$65,970.00	\$66,690.00
6	Goldfish Uniforms	1824	1	No	1.35%	\$1,050.00	\$77,000.00	\$78,050.00
7	Danka Office Imaging	1773	1	No	4.96%	\$2,592.16	\$49,640.00	\$52,232.16
2006 Total						\$10,623.76	\$474,552.00	\$485,175.76
2007								
1	Graybar Electric Company	1924	6	No	1.17%	\$4.46	\$382.80	\$387.26
2	Fabco Equipment Inc.	1997	1	No	2.62%	\$2,472.00	\$94,176.00	\$96,648.00
3	General Fire Equipment Co., Inc.	1920	Items 1-2, 8, 10-13	No	3.25%	\$857.55	\$26,352.00	\$27,209.55
4	Deep Blue	1904	2 & 3	No	4.08%	\$46.50	\$1,140.00	\$1,186.50
5	Pyramid Electric Company, LLC	1995	1	No	2.10%	\$4,358.00	\$207,340.00	\$211,698.00
6	Viking Electric Supply	1963	1	No	4.98%	\$19,660.50	\$395,089.50	\$414,750.00
7	Badger Truck	2007	1	No	1.61%	\$103.04	\$6,397.22	\$6,500.26
8	Crescent Electric Supply	1981	1	No	2.96%	\$185.80	\$6,285.34	\$6,471.14
2007 Total						\$27,687.85	\$737,162.86	\$764,850.71
2008								
1	Fabco Equipment Inc.	2067	1	No	4.50%	\$1,282.00	\$26,980.00	\$28,262.00
2	House of Harley-Davidson	2092	1	No	2.92%	\$4,463.35	\$152,761.65	\$157,225.00
2008 Total						\$5,745.35	\$179,741.65	\$185,487.00

*Note: The Seventeen (17) 2006, 2007 & 2008 bids listed above would have met the criteria of the LBE Contracting Program.

EXHIBIT 6

2006 Milwaukee Firm Low Bid

	Local Contractor	Bid No.	Lowest Bidder	% Difference From Lowest Bidder	Amount Difference	Low Bid	Local Bid Price
1	Ingersoll-Rand Co	1727	Yes	0.00%	\$0.00	\$78,475.00	\$78,475.00
2	United Rentals	1734	Yes	0.00%	\$0.00	\$30,428.00	\$30,428.00
3	CH Coakley	1736	Yes	0.00%	\$0.00	\$160,000.00	\$160,000.00
4	AJR Industrial Lawn & Snow Giant	1737	Yes	0.00%	\$0.00	\$92,885.00	\$92,885.00
5	Badger Truck Centers Inc	1752	Yes	0.00%	\$0.00	\$331,694.00	\$331,694.00
6	Brooks Tractor Inc	1755	Yes	0.00%	\$0.00	\$218,802.00	\$218,802.00
7	American Millwork	1772	Yes	0.00%	\$0.00	\$360,000.00	\$360,000.00
8	Schmitz Ready Mix	1775	Yes	0.00%	\$0.00	\$1,332,600.00	\$1,332,600.00
9	Pirates Cove Diving	1782	Yes	0.00%	\$0.00	\$14,718.00	\$14,718.00
10	Noyes Performance	1785	Yes	0.00%	\$0.00	\$49,000.00	\$34,300.00
11	Milwaukee Harley Davidson	1785	Yes	0.00%	\$0.00	\$49,000.00	\$14,700.00
12	AJR Industrial Lawn & Snow Maintenance	1786	Yes	0.00%	\$0.00	\$91,138.44	\$91,138.44
13	Remy Battery	1798	Yes	0.00%	\$0.00	\$26,666.66	\$26,666.66
14	Business Security Group	1801	Yes	0.00%	\$0.00	\$63,696.00	\$63,696.00
15	Sonag Co Inc	1806	Yes	0.00%	\$0.00	\$44,173.00	\$44,173.00
16	American Millwork & Hardware	1808	Yes	0.00%	\$0.00	\$500,000.00	\$500,000.00
17	United Rentals	1815	Yes	0.00%	\$0.00	\$25,000.00	\$25,000.00
18	Adecco	1825	Yes	0.00%	\$0.00	\$2,100,000.00	\$2,100,000.00
19	QTI of Milwaukee Inc	1825	Yes	0.00%	\$0.00	\$200,000.00	\$200,000.00
20	Neher Electric Supply Inc	1839	Yes	0.00%	\$0.00	\$21,800.00	\$21,800.00
21	Graybar Electric Co Inc lines 2 & 3	1842	Yes	0.00%	\$0.00	\$6,468.10	\$6,468.10
22	Ewalds Mayfair Chrysler Jeep	1843	Yes	0.00%	\$0.00	\$90,000.00	\$90,000.00
23	Best Choice Mechanical	1845	Yes	0.00%	\$0.00	\$73,590.00	\$73,590.00
24	United Milwaukee Scrap LLC	1854	Yes	0.00%	\$0.00	\$0.00	\$0.00
25	Neher Electric	1861	Yes	0.00%	\$0.00	\$106,020.00	\$106,020.00
26	Badger Meter Inc items C & D	1863	Yes	0.00%	\$0.00	\$214,127.40	\$214,127.40
27	A & R Industrial Lawn & Snow Maintenance LLC areas 1 & 2	1865	Yes	0.00%	\$0.00	\$91,797.42	\$91,797.42
28	Sherwin Industries Inc lines & 3	1885	Yes	0.00%	\$0.00	\$1,917,100.00	\$1,917,100.00
29	Teeter Warsh Company	1894	Yes	0.00%	\$0.00	\$2,712.00	\$2,712.00
30	Stepp Manufacturing Co Inc	1897	Yes	0.00%	\$0.00	\$26,911.75	\$26,911.75
Total					\$0.00	\$8,318,802.77	\$8,269,802.77

EXHIBIT 7

2007 Milwaukee Firm Low Bid

	Local Contractor	Bid No.	Lowest Bidder	% Difference From Lowest Bidder	Amount Difference	Low Bid	Local Bid Price
1	Wisconsin Lifting Specialists Inc	1817	Yes	0.00%	\$0.00	\$4,816,813.00	\$4,816,813.00
2	All Season Lawn Care	1871	Yes	0.00%	\$0.00	\$104,750.00	\$104,750.00
3	Selig Leasing Co Inc	1891	Yes	0.00%	\$0.00	\$18,694,944.00	\$18,694,944.00
4	General Communications	1906	Yes	0.00%	\$0.00	\$38,380.00	\$38,380.00
5	Graybar Electric Co Inc	1909	Yes	0.00%	\$0.00	\$73,549.00	\$73,549.00
6	General Fire Equipment Co Inc	1917	Yes	0.00%	\$0.00	\$12,104.00	\$12,104.00
7	Motlon Industries	1918	Yes	0.00%	\$0.00	\$75,000.00	\$75,000.00
8	General Fire Equipment Co Inc	1920	Yes	0.00%	\$0.00	\$14,677.00	\$14,677.00
9	Graybar Electric Co Inc	1921	Yes	0.00%	\$0.00	\$238,500.00	\$238,500.00
10	Heritage Ready Mix	1928	Yes	0.00%	\$0.00	\$44,000.00	\$44,000.00
11	Graybar Electric Co Inc	1932	Yes	0.00%	\$0.00	\$399,340.00	\$399,340.00
12	Concentra Medical Services	1935	Yes	0.00%	\$0.00	\$386,400.00	\$386,400.00
13	Wells Fargo Bank NA	1940	Yes	0.00%	\$0.00	\$30,159,992.00	\$30,159,992.00
14	Midwest Engraving Co	1941	Yes	0.00%	\$0.00	\$21,000.00	\$21,000.00
15	Graybar Electric Co Inc	1943	Yes	0.00%	\$0.00	\$690,740.00	\$690,740.00
16	Neher Electric	1947	Yes	0.00%	\$0.00	\$105,000.00	\$105,000.00
17	Cel Plan Technologies Inc Reston VA	1948	Yes	0.00%	\$0.00	\$567,000.00	\$567,000.00
18	Cut Above the Rest	1950	Yes	0.00%	\$0.00	\$188,950.00	\$188,950.00
19	All Season Lawn Care	1950	Yes	0.00%	\$0.00	\$104,750.00	\$104,750.00
20	Graybar Electric	1951	Yes	0.00%	\$0.00	\$40,600.00	\$40,600.00
21	Postal Products Unlimited	1953	Yes	0.00%	\$0.00	\$42,999.00	\$42,999.00
22	Humphrey Service Parts WI	1959	Yes	0.00%	\$0.00	\$360,000.00	\$360,000.00
23	General Fire Equipment Co Inc	1964	Yes	0.00%	\$0.00	\$1,498,905.00	\$1,498,905.00
24	NAPA Auto Parts	1969	Yes	0.00%	\$0.00	\$60,000.00	\$60,000.00
25	Roy's Plumbing Inc	1982	Yes	0.00%	\$0.00	\$150,000.00	\$150,000.00
26	IKON Office Solutions	1983	Yes	0.00%	\$0.00	\$17,883.00	\$17,883.00
27	Badger Lubrication Inc	1985	Yes	0.00%	\$0.00	\$100,000.00	\$100,000.00

EXHIBIT 7

2007 Milwaukee Firm Low Bid

	Local Contractor	Bid No.	Lowest Bidder	% Difference From Lowest Bidder	Amount Difference	Low Bid	Local Bid Price	
28	CTC Supplies	1986	Yes	0.00%	\$0.00	\$55,000.00	\$55,000.00	
29	Right Choice Janitorial Supply LLC	1996	Yes	0.00%	\$0.00	\$460,000.00	\$460,000.00	
30	Neher Electric	1999	Yes	0.00%	\$0.00	\$11,531,525.00	\$11,531,525.00	
31	Goldfish Uniforms	2000	Yes	0.00%	\$0.00	\$115,000.00	\$115,000.00	
32	Copy N' More	2010	Yes	0.00%	\$0.00	\$33,000.00	\$33,000.00	
33	US Bank NA	2012	Yes	0.00%	\$0.00	\$34,492,177.00	\$34,492,177.00	
34	Goldfish Uniforms	2016	Yes	0.00%	\$0.00	\$85,000.00	\$85,000.00	
35	Neher Electric Supply Inc	2018	Yes	0.00%	\$0.00	\$14,125.00	\$14,125.00	
36	Graybar Electric Company inc	2020	Yes	0.00%	\$0.00	\$ 1 2084000	\$ 1 2084001	
37	Pinnacle Workplace Solutions	2035	Yes	0.00%	\$0.00	\$30,000.00	\$30,000.00	
38	Ewald's Mayfair Chrysler Jeep	2037	Yes	0.00%	\$0.00	\$70,050.00	\$70,050.00	
39	General Fire Equipment Co inc	2038	Yes	0.00%	\$0.00	\$24,192.00	\$24,192.00	
40	Vjae & Zaire Enterprises Inc	2041	Yes	0.00%	\$0.00	\$100,000.00	\$100,000.00	
41	Price & Sons Inc	2046	Yes	0.00%	\$0.00	\$27,120.00	\$27,120.00	
42	Schmitz Ready Mix	2048	Yes	0.00%	\$0.00	\$500,000.00	\$500,000.00	
43	Crescent Electric Supply Company	2049	Yes	0.00%	\$0.00	\$54,150.00	\$54,150.00	
44	Weller Truck Parts	2055	Yes	0.00%	\$0.00	\$200,000.00	\$200,000.00	
45	JP Landscaping LLC	2058	Yes	0.00%	\$0.00	\$13,297,736.00	\$13,297,736.00	
					Total	\$0.00	\$120,095,351.00	\$120,095,351.00

EXHIBIT 8

2008 Milwaukee Firm Low Bid

	Local Contractor	Bid No.	Lowest Bidder	% Difference From Lowest Bidder	Amount Difference	Low Bid	Local Bid Price
1	Wisconsin Imaging Solutions	2066	Yes	0.00%	\$0.00	\$4,800.00	\$4,800.00
2	Fabco Equipment Inc	2067	Yes	0.00%	\$0.00	\$28,262.00	\$28,262.00
3	Brooks Tractor	2069	Yes	0.00%	\$0.00	\$103,101.00	\$103,101.00
4	Andrew Chevrolet	2071	Yes	0.00%	\$0.00	\$20,000.00	\$20,000.00
5	Vjae & Zaire Enterprises Inc.	2076	Yes	0.00%	\$0.00	\$113,300.00	\$113,300.00
6	Price & Sons Inc.	2077	Yes	0.00%	\$0.00	\$16,524.00	\$16,524.00
7	Graybar Electric Co. inc.	2081	Yes	0.00%	\$0.00	\$28,575.00	\$28,575.00
8	Butters-Fetting Co., Inc.	2082	Yes	0.00%	\$0.00	\$27,618.00	\$27,618.00
9	Graybar Electric Company	2086	Yes	0.00%	\$0.00	\$639,550.00	\$639,550.00
10	Price and Sons, Inc.	2096	Yes	0.00%	\$0.00	\$75,750.00	\$75,750.00
11	Neher Electric	2101	Yes	0.00%	\$0.00	\$101,665.00	\$101,665.00
12	Schlitz Ready Mix.	2102	Yes	0.00%	\$0.00	\$7,200,000.00	\$7,200,000.00
13	E & L Home Improvement	2109	Yes	0.00%	\$0.00	262,509.25	262,509.25
14	Badger Truck Center.	2112	Yes	0.00%	\$0.00	\$50,000.00	\$50,000.00
15	National Spring, Inc.	2113	Yes	0.00%	\$0.00	\$122,000.00	\$122,000.00
16	Milwaukee Tractor & Equipment, Inc.	2118	Yes	0.00%	\$0.00	\$94,860.00	\$94,860.00
17	Goldfish Uniforms.	2120	Yes	0.00%	\$0.00	\$37,575.00	\$37,575.00
18	Goldfish Uniforms	2121	Yes	0.00%	\$0.00	\$27,405.00	\$27,405.00
19	Auto Parts & Service	2129	Yes	0.00%	\$0.00	\$100,000.00	\$100,000.00
20	Applied Industrial Technologies Mainline, Inc.	2133	Yes	0.00%	\$0.00	\$0.00	\$0.00
21	Teko Mechanical, Inc.	2134	Yes	0.00%	\$0.00	\$26,450.00	\$26,450.00
22	Line 1: Vjae & Zaire Enterprises, Inc.	2139	Yes	0.00%	\$0.00	\$15,600.00	\$15,600.00
23	Stepp Manufacturing Co., Inc.	2149	Yes	0.00%	\$0.00	\$29,188.00	\$29,188.00
24	United Rentals	2150	Yes	0.00%	\$0.00	\$8,379.00	\$8,379.00
25	Commerce Industrial Chemicals Inc.	2152	Yes	0.00%	\$0.00	\$200,000.00	\$200,000.00
26	Prime Vendor: Graybar Electric;	2154	Yes	0.00%	\$0.00	\$1,200,000.00	\$1,200,000.00
27	Back-Up Vendor: Crescent Electric	2155	Yes	0.00%	\$0.00	\$800,000.00	\$800,000.00

EXHIBIT 8

2008 Milwaukee Firm Low Bid

	Local Contractor	Bid No.	Lowest Bidder	% Difference From Lowest Bidder	Amount Difference	Low Bid	Local Bid Price
28	Badger Lubrication, Inc.	2163	Yes	0.00%	\$0.00	\$100,000.00	\$100,000.00
29	Wells Fargo Bank, N.A.	2181	Yes	0.00%	\$0.00	301,599.92	301,599.92
30	The Penebaker Enterprises, LLC	2182	Yes	0.00%	\$0.00	\$302,862.88	\$302,862.88
31	Best Choice Mechanical	2185	Yes	0.00%	\$0.00	\$100,000.00	\$100,000.00
32	Auto Parts & Service Inc.	2189	Yes	0.00%	\$0.00	\$70,000.00	\$70,000.00
33	Right Choice Janitorial	2191	Yes	0.00%	\$0.00	\$30,000.00	\$30,000.00
34	Milwaukee Spring & Alignment, Inc.	2192	Yes	0.00%	\$0.00	\$48,000.00	\$48,000.00
35	ADS a Division of Liberty Iron & Metal, Inc.	2197	Yes	0.00%	\$0.00	\$200,000.00	\$200,000.00
36	H & R Scrap Metals	2203	Yes	0.00%	\$0.00	\$0.00	\$0.00
37	Brooks Tractor.	2210	Yes	0.00%	\$0.00	\$136,294.00	\$136,294.00
				Total	\$0.00	\$12,621,868.05	\$12,621,868.05