

FINAL 3.10.2023

Cooperation Agreement

This Cooperation Agreement (this “Agreement”), dated as of March --, 2022 (the “Effective Date”), is by and among the Redevelopment Authority of the City of Milwaukee (“RACM”), Milwaukee Area Technical College (“MATC”), and the Milwaukee Area Technical College Foundation, Inc. (“MATC Foundation”, RACM and MATC are hereinafter collectively referred to as the “Parties”).

RECITALS

WHEREAS, RACM is a Wis. Stat. 66.1333 entity permitted to cooperate with the City of Milwaukee (the “City”) to reduce blight and promote redevelopment;

WHEREAS, RACM has commenced the restoration of those certain vacant lots located at:

- 3010 West North Avenue, Milwaukee, Wisconsin, Tax Key No. 326-1045-100
- 3014 West North Avenue, Milwaukee, Wisconsin, Tax Key No. 326-1040-113
- 3001 West Meinecke Avenue, Milwaukee, Wisconsin, Tax Key No. 326-1040-114

Said vacant lots are collectively referred to as the “Premises” as further described on Exhibit A hereto. This restoration is part of the larger 30th Street Industrial Corridor redevelopment initiative and implementation of the Fond du Lac and North Area Plan, which includes improving public green space, mitigating minor environmental contamination, and incorporating green infrastructure elements;

WHEREAS, MATC is a technical college that provides educational and training opportunities for its students through diverse course offerings and apprenticeship programs, which include, among other things, skilled trades. The Wisconsin Legislature, in Wis. Stat. 38.001, found that it is in the public interest for MATC, a technical college, to offer courses and programs that enable students to gain occupational skills and job training necessary to fully participate in the work force; that facilitate educational options and foster economic development; and that function cooperatively with other governmental bodies;

WHEREAS, the MATC Foundation’s mission is “to support student success and enhance learning by engaging those who are passionate about the MATC and the community it benefits”;

WHEREAS, RACM, MATC and the MATC Foundation share a common goal of promoting job training programs in Milwaukee, and the training facility (the “Facility”) to be located on a portion of the Premises (the “Licensed Premises”, as further described on Exhibit A hereto) as contemplated herein will be the first of its kind to be located in Milwaukee, promoting access to good paying jobs for local residents;

WHEREAS, the Parties wish to enter into this Agreement to implement that certain job training program teaching the skills required to become an electrical line worker, with a particular focus on MATC’s Electrical Power Distribution / Line Mechanic program (the “Program”) to take place at the Facility; and

WHEREAS, MATC and RACM shall enter into a separate license agreement for entry and occupancy of the Licensed Premises comprising the Facility in connection with the Program, including the installation of certain improvements to facilitate the Program (the “License”, attached as Exhibit B).

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are acknowledged, RACM, MATC, and the MATC Foundation hereby agree to the terms and conditions contained herein, including the recitals and exhibits.

AGREEMENT

1. Program Details.

RACM has commenced the restoration of those certain vacant lots comprising the Premises (described on Exhibit A hereto) as part the larger 30th Street Industrial Corridor redevelopment initiative and implementation of the Fond du Lac and North Area Plan. Along with the public green space and green infrastructure elements, a portion of the Site will be used to facilitate a second training location for the Program, the first of its kind in Milwaukee. The MATC Foundation shall provide funds to MATC to support construction of the Facility and undertake the Program. RACM and MATC will enter into the License to provide for entry and occupancy of the Licensed Premises, which includes the Facility and that certain access road serving the Premises. It is contemplated that power poles and lines will be installed on the Licensed Premises pursuant to the License to facilitate the Program.

2. Roles and Responsibilities.

A. RACM shall:

- (i) Endeavor to complete (or cause third party contractors to complete) the restoration of the Premises and a phased construction of the Facility for the purposes of the Program according to the following estimated schedule:
 - a. Remediation, grading, site restoration, and gravel subbase for access drive completed by May 31, 2023.
 - b. Green infrastructure elements completed by July 31, 2023
 - c. Access drive paving completed by August 31, 2023
 - d. Request environmental case closure from Wisconsin Department of Natural Resources by December 31, 2023.
- (ii) Lead the City’s permit and approvals process;
- (iii) Assist, as requested and to the extent reasonable, in providing marketing and outreach for the Facility and Program; and
- (iv) Maintain (or cause third party contractors to maintain), the public green space and green infrastructure elements of the Premises.

B. MATC shall:

- a. Work with WE Energies to install the power poles and lines (see Exhibit A), with an inaugural class of the Program anticipated to begin at the Facility commencing August 21, 2023;
- b. Fund, operate and manage the Program; and
- c. Obtain prior written approval from RACM (and such approval to be granted in its sole discretion) for any land disturbing or other invasive activities outside of the designated pole-setting practice zone (see Exhibit A).

C. MATC Foundation:

- a. The proposed budget for the Program requires certain philanthropic contributions, which the MATC Foundation will facilitate. The fundraising target for the construction work as necessary for the Program is \$234,000.00 based upon current cost estimates.
- b. MATC Foundation shall deposit the total, not-to-exceed amount of \$234,000.00 (“Escrow Amount”) in an escrow account for the payment/reimbursement of the construction work costs; said account to be held and managed by RACM (“RACM Account”). MATC Foundation shall make an initial deposit of \$75,000 to the RACM Account, not later than 7 days following RACM’s acceptance of the construction bids for the construction work, as evidenced by a written notice from RACM to MATC directing the initial deposit. MATC Foundation shall deposit the outstanding Escrow Amount (\$159,000) in the RACM Account in accordance with the MATC Foundation’s pledge schedule for the Program. Notwithstanding the forgoing, any outstanding portion of the Escrow Amount shall be paid to RACM not later than August 31, 2024, unless a later payment date is mutually agreed upon by the Parties in writing.

D. If the restoration and construction schedule or the timing of funds for the Program is delayed, the Parties will work collaboratively to establish new milestone target completion dates, subject to RACM’s right to terminate this Agreement as set forth herein. For the avoidance of doubt, RACM and/or the City shall not incur any liability or other obligation in the event of any such delays or modifications to the scope of work contemplated herein.

E. Construction work will not be initiated until the Parties agree that sufficient funding has been secured for the work based upon final design, contractor bids, and permitting costs. The Parties shall work diligently and in good faith to reach agreement regarding the determination of sufficient funds for the construction work; any such consent to proceed with the construction work shall not be unreasonably withheld, conditioned or delayed by the respective Parties.

3. Term/Termination.

The term of this Agreement (“Term”) shall be from the Effective Date of this Agreement through December 31, 2024. The Parties may mutually elect to extend the Term for up to

three (3) additional one (1) year terms based on student demand and available funds for the Program, and subject to the terms of the License. Notwithstanding the forgoing, this Agreement shall automatically terminate upon the expiration or earlier termination of the License (which sets forth certain conditions regarding the remediation of the Licensed Premises at the end of the term of the License).

- A. In the event that the MATC Foundation is not able to provide the necessary funds to RACM or MATC to facilitate the Program on or before March 31, 2023, RACM may elect to terminate this Agreement upon five days' prior notice to MATC and The MATC Foundation, and the Parties shall have no further obligations with respect to this Agreement.
 - B. If MATC or The MATC Foundation is in breach of this Agreement, RACM may terminate this Agreement upon 45 days advance written notice (and an opportunity to cure any deficiency within such notice period) from RACM to MATC and the MATC Foundation.
 - C. In the event that program enrollment, funding or other operational needs cannot support the continued operation of the Program, MATC and/or The MATC Foundation may terminate this agreement upon 45 days advance written notice to RACM.
 - D. In the event that costs of the construction work exceed \$234,000.00, based on bids received or change orders during the construction process, the Parties agree to work diligently and in good faith to modify the scope of the construction work through value engineering or other means of reducing costs. RACM shall obtain MATC and the MATC Foundation approval for construction costs, including but not limited to change orders that result in construction work that exceeds \$234,000.00. If the Parties are unable to agree upon modified terms, any party may terminate this Agreement upon 5 days advance written notice to the other Parties and the Parties shall have no further obligations with respect to this Agreement; provided, however that RACM shall be paid for construction work costs incurred as of the date of termination, in an amount not to exceed \$75,000.00.
 - E. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate upon the expiration or earlier termination of the License.
4. Breach and No Waiver. In the event of a breach of this Contract, the non-breaching party shall have all rights at law and in equity against the breaching party. RACM and MATC retain their respect rights under Wis. Stat. 893.80. No delay, waiver, omission or forbearance on the part of either party to exercise any right, option, duty or power arising out of any breach or default by the other party of any of the terms, provisions or covenants contained herein, shall be deemed a waiver by that party of such right, option, or power, as against the other party for any subsequent breach or default by that party

5. Liability. Each Party hereto is responsible for their own respective acts/omissions hereunder and at the Premises, and each releases the other from liability (except such liability as may be the result of negligence or intentional act or omission occasioned by the other, and also except for any breach of the contract hereunder). Notwithstanding the forgoing, MATC shall comply by the insurance and indemnification requirements as set forth in the License, and in the event of any conflict or inconsistency between the requirements of the License and this Section 5 regarding Liability, the License shall prevail.
6. Audits/Reviews; Periodic Reports.
 - A. At any time during normal business hours, as often as RACM or the City may request and upon reasonable notice, there shall be made available to RACM (and its representatives, agents and auditors) for examination, all of MATC's and/or The MATC Foundation's records with respect to the matters covered by this Agreement.
 - B. Upon RACM's request (but not more than bi-annually), MATC shall provide reports to RACM regarding the status of the Program, including information regarding student participation rates and student demographics and the status of the Facility (i.e. anticipated material repairs or capital improvements etc.).
 - C. Upon RACM's request, MATC and/or the MATC Foundation shall appear before the RACM Board and/or the City Common Council or its Committee(s) to provide additional information regarding the Program.
7. Public Records. RACM and MATC are subject to Wisconsin public records law. See Wis. Stat. Chapter 19, Subchapter II. This Agreement and certain documents produced or required hereinunder are or may be subject to the public records law. The Parties hereto shall assist and cooperate with one another concerning records requests that may be made of any Party hereto under Wisconsin's public records law so that a records custodian that is required to release a public record may do so.
8. Non-Discrimination; Compliance with Law. MATC and The MATC Foundation shall not discriminate against any qualified employee or qualified applicant for employment or program applicant 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 military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. MATC and The MATC Foundation shall comply with applicable federal, state and local laws.
9. Assignments. 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,

subcontracted or transferred by MATC or the MATC Foundation without the prior written consent of RACM. If such consent is given, the terms and conditions of this Agreement shall bind the party consented to by the City.

10. Applicable Law; Governing Law. All work and programming contemplated under this Agreement shall be performed and conducted in accordance with applicable law and with requisite permits. This Agreement is governed by Wisconsin law. 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 the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.
11. Amendment. Any changes to this Agreement shall be through a written amendment signed by authorized representatives of the Parties.
12. Severability. The provisions of this Agreement are severable such that the invalidity or unenforceability of a provision does not affect other provisions of this Agreement
13. Entire Agreement. This Agreement (including the License attached hereto as Exhibit B) is the entire agreement among the Parties with respect to the subject matter herein and all oral statements are of no effect.
14. Notice. Any notice required or permitted under this Agreement may be personally served or given and shall be deemed sufficiently given or served if sent by United States mail, with postage prepaid thereon, to the respective addresses set forth below, or if sent by fax or e-mail to the respective fax number or e-mail address set forth below. Either party may by like notice at any time, and from time to time, designate a different address, fax, or e-mail to which notices shall be sent. Notices given in accordance with these provisions shall be deemed given and received (a) when personally served, or (b) if faxed or e-mailed during business days (M-F, excluding legal holidays) during business hours (8:30 a.m.- 4:30 p.m.) on days when Milwaukee's City Hall is open for business, when faxed or e-mailed (provided that a confirmation of receipt of any such fax or email is received by sender), or (c) if mailed, three days after the postmark on such notice, in accordance with this section:

To RACM:

Redevelopment Authority of the City of Milwaukee
809 North Broadway
Milwaukee, WI 53202
Attention:

To MATC: Milwaukee Area Technical College
700 West State Street
Milwaukee, WI 53233
Attention: Office of General Counsel

To MATC Foundation: MATC Foundation, Inc.
700 West State Street, S214
Milwaukee, WI 53233
Attention: Laura Bray, Executive Director

15. Counterparts. This Agreement may be executed in one or more counterparts, which, when taken together, shall constitute one and the same document. Facsimile and/or email-PDF copies of signatures shall be accepted as originals.
16. Authorized Signatures. The Parties represent to each other that their respective signatories have been duly authorized to execute this document on their respective behalf.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

RACM:

**REDEVELOPMENT AUTHORITY OF THE
CITY OF MILWAUKEE**

By: _____

Name Printed: _____

Title: _____

**MILWAUKEE AREA TECHNICAL
COLLEGE**

By: _____

Name Printed: _____

Title: _____

**MILWAUKEE AREA TECHNICAL
COLLEGE FOUNDATION**

By: _____

Name Printed: _____

Title: _____

Exhibit A
Premises

EXHIBIT B – RACM/MATC License

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Exhibit C

Project Sources	
Pro Bono	15,000
Fundraising - Phase 1	164,000
Fundraising - Phase 2	266,000
We Energies - In Kind	155,000
We Energies - Proposed Grant	50,000
MATC Annual Equipment and Operating Budget	Annual Cost
MATC Sign Shop	10,000
FCPP	100,000
EPA MP Grant/BCF	231,000
RACM Site Preparation Costs	<u>499,000</u>
	1,490,000