

**“COOPERATION AGREEMENT”
CONTRACT FOR RECEIPT AND FURNISHING OF SERVICES,
MATERIALS AND EQUIPMENT
BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF MILWAUKEE
AND
TRAVAUX, INC.**

THIS AGREEMENT, entered into as of the 21st day of February, 2018, by and between the Housing Authority of the City of Milwaukee, a public body, corporate and politic, created and existing under the laws of the state of Wisconsin (the “AUTHORITY”) AND Travaux, Inc., a Wisconsin non-stock corporation and instrumentality of the Authority (“Travaux”);

WITNESSETH THAT:

WHEREAS, the AUTHORITY and Travaux desire to share services, facilities, equipment and expertise in various areas including, but not limited to, real estate development, construction management, public safety and project management and asset management; and

WHEREAS, as the real estate development arm of the AUTHORITY, Travaux shares in the mission of the AUTHORITY which is to foster strong, resilient and inclusive communities that support self-sufficiency, good quality of life and the opportunity to thrive; and

WHEREAS, the AUTHORITY has all the power necessary or convenient to carry out and effectuate the purposes and provisions of ss.66.1201 to 66.1211; and

WHEREAS, consistent with its statutory authority; from time to time the AUTHORITY also exercises the powers of a redevelopment authority both generally and, with respect to the creation of commercial or mixed-use properties, pursuant to the terms of an Amended and Restated Intergovernmental Cooperation Agreement between the Authority and the Redevelopment Authority of the City of Milwaukee (Expanded HACM Activities), dated January 15, 2015, in order to further its mission to develop affordable housing by providing complementary services, employment, facilities and additional funds to meet the needs of its residents; and

WHEREAS, the AUTHORITY and Travaux enter into this Agreement in order to further their shared mission and to promote the exercise of the AUTHORITY’S statutory powers.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I SCOPE OF SERVICES

- 1.1 The AUTHORITY and Travaux shall furnish each other, upon request:
 - 1.1.1 Professional, technical and administrative personnel, skilled and unskilled labor, material and equipment to fulfill their respective purposes and missions; applicable Wisconsin statutory requirements, as amended; local, state and federal laws and regulations, and for such other purposes as may be related to the obligations and duties of the parties.
 - 1.1.2 Space required by the parties to carry out their functions. Also materials, supplies and equipment necessary for the parties to perform their functions. Title shall remain in AUTHORITY for all materials, supplies and equipment purchased with AUTHORITY funds.
 - 1.1.3 Consent for the parties to access and utilize each other's financial management information system software to effectuate proper accounting for the provision and receipt of services detailed herein.
 - 1.1.4 Such other personnel, services and activities as are necessary to accomplish the purposes of this Agreement.
- 1.2 This Agreement shall not cover or be applicable to any services that are provided to the AUTHORITY under a separate agreement with Travaux. The AUTHORITY reserves the right to determine its specific personnel needs in order to carry out and implement its programs, and to hire directly as employees of the AUTHORITY, such personnel the AUTHORITY deems necessary to provide additional staff assistance to the Secretary and Executive Director.
- 1.3 The parties shall be reimbursed in full for all services provided to, and as requested by, the other party in the carrying out of the other party's activities.
- 1.4 The parties acknowledge and agree that each shall have separate employees and that the employees of the AUTHORITY shall not be construed to be employees of Travaux and that the employees of Travaux shall not be construed to be employees of the AUTHORITY.

ARTICLE II TIME OF PERFORMANCE

- 2.1 This Agreement shall commence as of January 1, 2018, and shall be terminable by either party upon 30 days written notice. This agreement shall be subject to annual renewal upon mutual agreement by both parties.

ARTICLE III COMPENSATION

- 3.1 This is a cost reimbursement Agreement and the parties, in consideration of performing the services and providing the space, material, supplies and equipment to carry out the activities and operations described in this Agreement, shall be compensated in accordance with the following criteria:
- 3.1.1 Reimbursement for the actual cost of materials and supplies furnished by one party for use in programs, activities and projects of the other party.
 - 3.1.2 Reimbursement for the actual cost of wages paid by a party, for actual time worked by its personnel, in providing the services and fulfilling its obligations to the other party.
 - 3.1.3 Reimbursement for the actual cost of overtime premium paid by the party for actual overtime hours worked by its personnel in providing the services and fulfilling its obligations to the other party.
 - 3.1.4 Reimbursement for the operating expenses paid by a party for equipment furnished relative to the performance of services to the other party.
 - 3.1.5 Reimbursement for the indirect costs relating to the performance of the services rendered under this Agreement. This reimbursement is intended compensate a party for all indirect costs, including administrative costs, depreciation and insurance on equipment, fringe benefits, paid leave time and other indirect costs, which shall not be excluded because of lack of enumeration herein.

ARTICLE IV METHOD OF PAYMENT

- 4.1 The parties shall provide for an allocation of salaries, wages and other costs to programs, activities and projects carried out by each party when applicable. Requisitions shall be issued providing for a breakdown of expenses according to the programs, activities and projects of parties, whenever applicable, and the form of such requisition may be subject to approval by the U.S. Department of Housing and Urban Development. Such requisitions shall be issued on a Bi-weekly basis or on such other basis as may be agreed upon by the Chief Financial Officer of the parties from time to time. The initial requisition hereunder shall include all costs and expenses incurred by the parties from the January 1, 2018 commencement date of this Agreement to the date of such initial requisition. The allocation of salaries, wages and costs may also be subject to review and approval of the U.S. Department of Housing and Urban Development

for programs and projects utilizing federal funding. Travaux shall submit such other information concerning the requests for reimbursement as the AUTHORITY by the U.S. Department of Housing and Urban Development deems necessary.

ARTICLE V INDEMNIFICATION

5.1 The AUTHORITY Indemnifying Travaux.

In case any action in court is brought against Travaux or any of its officers, agents or employees for the failure, omission or neglect of the AUTHORITY to perform any of the covenants, acts, matters or things contemplated by this Agreement to be undertaken; or for injury or damage caused by the alleged negligence of the AUTHORITY, its officers, agents or employees, the AUTHORITY shall indemnify and save harmless Travaux and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

5.2 Travaux Indemnifying the AUTHORITY.

In case of any action in court is brought against the AUTHORITY or any of its officers, agents or employees for failure, omission or neglect of Travaux to perform any of the covenants, acts, matters or things contemplated by this Agreement to be undertaken; or for injury or damage caused by the alleged negligence of Travaux, its officers, agents or employees, Travaux shall indemnify and save harmless the AUTHORITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

ARTICLE VI INSURANCE

6.1 Each party shall be solely responsible to meet its own insurance needs during the term of this Agreement. A copy of any insurance policy applicable to this Agreement and the actions to be taken hereunder which is maintained by either party shall be provided to the other party as evidence thereof, shall name the other party as an additional insured and shall be kept in full force and effect for the duration of this Agreement. Neither this provision nor any damages recoverable hereunder shall be construed to or limit the liability of the either party under this Agreement.

IN WITNESS WHEREOF, the Travaux and the AUTHORITY have caused this Agreement to be executed in their respective names as of the date set forth above.

Travaux, Inc.

By: _____

Antonio M. Pérez
President

**HOUSING AUTHORITY OF THE
CITY OF MILWAUKEE**

By: _____

Mark A. Wagner
Chairman of the Board of
Commissioners

By: _____

Antonio M. Pérez
Secretary-Executive Director