



Department of City Development

City Plan Commission
Historic Preservation Commission
Neighborhood Improvement
Development Corporation
Redevelopment Authority

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

June 7, 2010

Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a duplicate original of the Cooperation Agreement, Contract No. 10-005 (CM), between the 30th Street Industrial Corridor Corporation and the City of Milwaukee for the Workforce Training Program in the 30th Street Industrial Corridor.

Please insert this agreement into Common Council Resolution File No.090925, approved December 1, 2009.

Sincerely,

Scott Stange
RACM Compliance Officer

Enclosure

**COOPERATION AGREEMENT
REGARDING
WORKFORCE TRAINING PROGRAM**

**DUPLICATE
ORIGINAL**

C/91010005

**CITY OF MILWAUKEE
AND
THE 30TH STREET INDUSTRIAL CORRIDOR CORPORATION**

This Cooperation Agreement ("Agreement") is entered into as of this 3rd day of June, 2010 by and between City of Milwaukee, Wisconsin, a municipal corporation, (the "City") and the 30th Street Industrial Corridor Corporation, d/b/a ICC and The Corridor, a Wisconsin non-stock corporation (the "Corridor Corporation").

WHEREAS, Department of City Development (DCD) of the City is committed to activities that promote business efforts to create and retain jobs in the 30th Street Industrial Corridor; and

WHEREAS, the Common Council of the City of Milwaukee adopted Resolution No. 090925, attached hereto as Exhibit "A", on December 12, 2009, authorizing the allocation of \$289,000 from the Development Fund for workforce training activities in the 30th Street Industrial Corridor; and

WHEREAS, DCD is authorized to administer said funds; and

WHEREAS the Corridor Corporation has submitted program guidelines requesting \$289,000 to undertake outreach, coordination, funding recommendations and monitoring to support training for new and incumbent workers; and

WHEREAS, the Common Council of the City of Milwaukee authorized execution of this Agreement pursuant to Resolution No. 090925;

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

**ARTICLE I
Corridor Corporation Responsibilities**

1. The Corridor Corporation agrees to implement and carry out the Program Plan as detailed in the description, attached hereto as Exhibit "B".
2. The Corridor Corporation will demonstrate progress by December 31, 2012 toward Program Plan implementation. Progress may include, but is not limited to: solicitation, acceptance and recommendation of requests for proposals; letters to awardees; signed contracts between The Corridor Corporation and businesses; reimbursement requests; and quarterly reports documenting program progress.

3. The Corridor Corporation will provide DCD with sufficient data and detail on a quarterly basis to permit any necessary Program Plan evaluation, including a final narrative report upon Program Plan completion, in a format to be mutually determined.
4. The Corridor Corporation will submit directly to DCD invoices and supporting documentation for each grant reimbursement request.

ARTICLE II

City Responsibilities

1. City, by and through DCD, agrees to support and advocate for the Program Plan in any necessary and appropriate way.
2. DCD will issue checks for reimbursing eligible completed training costs directly to the awardees with a copy to be mailed to the Corridor Corporation.
3. DCD will provide \$28,900 to the Corridor Corporation for program administration to be disbursed evenly between fiscal years 2010 and 2011. A program balance of \$260,100 will fund workforce training activities as described in the project description.

ARTICLE III

Audits and Inspections

At any time during normal business hours, as often as the City may request and upon reasonable notice, there shall be made available to the City for examination all of the Corridor Corporation's records with respect to the matters covered by this Agreement and the Corridor Corporation shall permit the City and/or its 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 implementation of the Program Plan, 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 the Corridor Corporation specifying the effective date thereof. In the event of such termination, the City and the Corridor Corporation agree and acknowledge that the City shall in no way be responsible for legal or equitable damages alleged by the Corridor Corporation as a consequence of termination under this section. The Corridor Corporation may terminate this Agreement for any reason by giving at least 60 days notice in writing to the City specifying the effective date thereof. In the event of termination by either party, the City will honor

reimbursement requests for grants approved prior to the notice of termination, and the parties will continue to cooperate with respect to recordkeeping and sharing of information.

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 without the prior written consent of either party. If such consent is given, 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
Department of City Development
809 North Broadway
Milwaukee, WI 53202
Attention: Rocky Marcoux, Commissioner

If it is to be sent to the Corridor Corporation, then it shall be addressed as follows:

30th Street Industrial Corridor Corporation
P.O. Box 16498
Milwaukee, WI 53216
Attention: Brenna Holly, Executive Director

ARTICLE X

Public Records

The Corridor Corporation 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.* The Corridor Corporation 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 the Corridor Corporation must defend and hold the City harmless from liability under that law. Except as otherwise authorized under Wisconsin's Open Records Law, Corridor Corporation records regarding this Agreement and administration of the Program Plan shall be retained for 7 years.

ARTICLE XI

Discrimination

The Corridor Corporation 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 XII

Insurance

The Corridor Corporation shall at all times during the term of this Agreement keep in full force and effect comprehensive general liability policies, 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, the Corridor Corporation 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 the Corridor Corporation and shall cooperate with the Corridor Corporation's attorneys in the defense of the action, suit or other proceeding.

ARTICLE XIII

Indemnification

The Corridor Corporation shall indemnify and hold harmless DCD and the City, its officers, employees, and agents from and against any and all losses, claims, damages, expenses, and all suits in equity or actions at law arising from, in connection with or as a result of the Program Plan or any actions of the Corridor Corporation undertaken pursuant to this Agreement, except to the extent such losses, claims, damages, expenses, and suits are the result of default, negligence, or misconduct by the City, its officers, officials, employees, and agents.

ARTICLE XIV
No Partnership or Agency

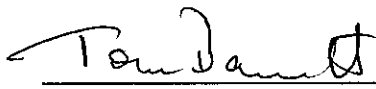
Nothing in this Agreement shall be deemed to make the Corridor Corporation a joint venturer, partner or agent of the City. The Corridor Corporation shall not have the authority to act for or bind the City with respect to any matter whatsoever.

ARTICLE XV
Changes

Any changes to this Agreement shall be through a written amendment signed by authorized representatives of the City and the Corridor Corporation.

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

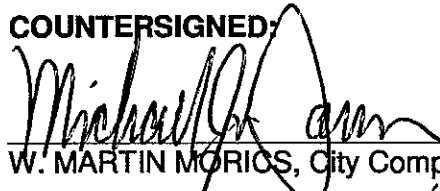


TOM BARRETT, Mayor



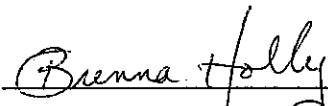
RONALD D. LEONHARDT, City Clerk

COUNTERSIGNED:



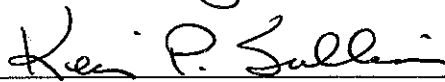
W. MARTIN MORIOS, City Comptroller **DEPUTY**
Date: JUN 03 2010 C191010005

**30TH STREET INDUSTRIAL
CORRIDOR CORPORATION**

By: 

Name & Title: Brenna Holly, Executive Director
Date: 5/19/2010

Approved as to form and execution
this 3RD day of June, 2010.



Assistant City Attorney

EXHIBIT A

City of Milwaukee

Office of the City Clerk

**200 E. Wells Street
Milwaukee, Wisconsin 53202
Certified Copy of Resolution**

FILE NO: 090925

Title:

Resolution authorizing an expenditure from the Development Fund for the 30th Street Industrial Corridor Workforce Training Program, in the 1st, 4th, 7th and 15th Aldermanic Districts.

Body:

Whereas, The City of Milwaukee's Development Fund may provide grants or loans to offset employee training costs for projects that result in retention or expansion of permanent private employment; and

Whereas, The 30th Street Industrial Corridor contains some of the City's largest employers providing significant jobs in an area of the City with high unemployment; and

Whereas, Businesses in the 30th Street Industrial Corridor require funding to train new and incumbent workers according to the specific needs of their businesses, as outlined in a Program Plan, a copy of which is attached to this Common Council File; and

Whereas, Development Fund resources are limited and intended for projects with long-term economic benefit and a workforce training program in the 30th Street Industrial Corridor qualifies as an effective use of these resources; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the City Comptroller is directed to transfer \$289,000 from the Development Fund Parent Account No. 1910-UR03309000A to Account No. 1910-UR03398500 to undertake the workforce activities as described herein and in the Program Plan; and, be it

Further Resolved, That the Commissioner of the Department of City Development is authorized to enter into a Cooperation Agreement with the Corridor Corporation to carryout the workforce development training grants in the 30th Street Industrial Corridor in accordance with the Program Plan.



I, Ronald D. Leonhardt, City Clerk, do hereby certify that the foregoing is a true and correct copy of a(n) Resolution Passed by the COMMON COUNCIL of the City of Milwaukee, Wisconsin on December 1, 2009.

Ronald D. Leonhardt

Ronald D. Leonhardt

January 15, 2010

Date Certified

EXHIBIT B

PROGRAM PLAN

30th Street Industrial Corridor Workforce Training Program
Common Council of the City of Milwaukee

DATE

November 16, 2009

RESPONSIBLE STAFF

Kein Burton, RACM (414-286-5845)

PROGRAM PROJECT AREA

30th Street Industrial Corridor: The Corridor is generally bounded by Hampton Avenue to the north, North 27th Street to the east, West Highland Avenue to the south and 37th Street to the west (1st, 4th, 7th and 15th Aldermanic Districts).

PROPOSED ACTION

The Department of City Development (DCD) is seeking an allocation of \$289,000 from the Development Fund and approval to enter into a Cooperation Agreement to implement the 30th Street Industrial Corridor Workforce Training Program. These dollars will fund the second phase of job training grants for Corridor businesses with a goal to create at least 25 new jobs.

Subject to Common Council approval, DCD will enter into a Cooperation Agreement with the Corridor Corporation to administer funds over a two-year period. As in the pilot phase, the Corridor Corporation will receive 10% of the overall fund amount or \$28,900, evenly distributed across fiscal years 2010 and 2011.

BACKGROUND

The Corridor is home to many of Milwaukee's top employers, including Harley Davidson, Miller-Coors, Eaton Corporation, DRS Technologies, Master Lock and others. In 2005, the City of Milwaukee and the State of Wisconsin jointly identified the Corridor as a top economic development priority and committed significant financial resources to restore and retain jobs and to improve neighborhood conditions. Since that time, DCD has worked to promote public and private investment and has established a network of businesses, non-profit community development corporations and resident groups to assist in shaping a new vision for revitalizing the area.

Business leadership in the Corridor is fundamental to retaining employment opportunities and in fostering business-to-business connections to recruit new companies. The Corridor Corporation (formerly 30th Street Industrial Corridor Corporation) is a non-profit, economic development organization with deep ties to the local business community. The Corridor Corporation provides staff support to the 30th Street Industrial Corridor Business Improvement District (BID) #37. Together, the Corridor Corporation and BID #37 primarily focus their efforts on:

- Technical assistance to businesses
- Workforce development
- Safety and security
- Marketing
- Planning and redevelopment opportunities

In 2008, DCD and the Corridor Corporation received \$100,000 in a Large Impact Development grant to implement the 30th Street Industrial Corridor Workforce Training Pilot Program. The Corridor Corporation entered into a Cooperation Agreement with DCD to solicit, review and recommend proposals for funding. The Corridor Corporation received \$10,000 in administrative support to conduct the above activities in addition to project monitoring and reporting.

Under the pilot phase, \$30,000 grants were awarded to three companies, including Master Lock, Inc., Capitol Stampings, Inc. and DRS Technologies. Upon completion of this initial phase, 30 new jobs were created with a minimum overall compensation of \$15.00 per hour. Positions ranged from production workers to entry-level management and included training in leadership development, manufacturing skills certification and production quality control.

While there were plans to continue the Program, an informal survey of businesses in 2009 revealed that no new hiring would take place due to the economic downturn. Therefore, applications for additional public and private funding were not submitted. Recent discussions with area businesses have indicated renewed hiring. Training dollars are needed to prepare production workers for the unique products and processes of these companies.

PROGRAM DESCRIPTION

The 30th Street Industrial Corridor Workforce Training Program will provide grants of up to \$50,000 to businesses for training new and incumbent workers. Funds will be made available in January 2010 and proposals will be evaluated based on the following criteria:

- Awardees are eligible to receive \$10,000 in funding for every new job created or \$5,000 for incumbent employees. Employers are expected to demonstrate a 50% private match, which can be derived from wages during the training period, curriculum development, purchase of equipment necessary for training, tuition and consultant fees and other sources approved by the Corridor Corporation and DCD.
- The average wage for the newly created, permanent jobs at each company must be at least \$10.00 per hour.
- Awardees must show a demonstrated effort to attempt to recruit City of Milwaukee residents for newly created, permanent positions. This will include working with workforce development agencies, neighborhood/ resident associations, community development groups and others to find

potential employees and also holding a neighborhood job fair or other activities.

- All grant funds will be made on a reimbursable basis. Awardees will only be reimbursed for expenses that meet the goals or guidelines deemed appropriate by the Corridor Corporation and DCD.
- Training should result in some type of credential, certification or marketable skill that will allow for the upward mobility of the employee or a wage increase for the employee completing the training.
- Awardees agree to provide any data requested by the City of Milwaukee and the Corridor Corporation. Data may include, but is not limited to, the number of jobs created, the number of employees to enter and complete training, certifications or credentials attained by employees participating in the training, employee wages before/after hire or training, employee addresses, job titles, employee retention and other information. The Corridor Corporation and the City of Milwaukee will not release names or any personally identifying materials to the public.