

ENCLOSURE 9, Attachment 2

FOX VALLEY WORKFORCE DEVELOPMENT SYSTEM JOINT COOPERATION AGREEMENT

This Agreement is made and entered into by and between Fox Valley Workforce Development Board, Inc., a non-profit Wisconsin Corporation, herein “FVWDB,” and Workforce Economics, Inc., a non-profit Wisconsin Corporation, herein “Workforce Economics.”

BACKGROUND RECITALS

- A. FVWDB receives funds from state and federal sources, among others, to operate and promote business services, and increase in employment, job retention, earnings, and occupational skills improvement aimed at, generally, the advancement of workforce development in the Fox Valley area.
- B. It is a policy of the Wisconsin Department of Workforce Development to keep workforce development boards at a distance from direct service delivery and keep resources available to job centers.
- C. In an effort to maintain consistency with, and further advance, the policy of the Wisconsin Department of Workforce Development as referenced above, FVWDB has authorized and supervised the creation and organization of Workforce Economics, Inc., a non-profit entity with a purpose and goals similar to those of FVWDB.
- D. FVWDB and Workforce Economics wish to cooperate, share resources, and otherwise work in tandem to meet state policies and sustain and grow the Fox Valley Workforce Development system.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FVWDB and Workforce Economics agree as

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follows:

SECTION I

Obligations of FVWDB

1. **Grantee Status.** FVWDB shall continue to receive funds from both state and federal sources, including among others, those received from the Federal Department of Labor through the State of Wisconsin by means of the Workforce Investment Act, and shall be designated as and considered the primary recipient for such funds. FVWDB will continue to be the primary recipient for various funds related to the advancement of workforce development. (Funding received by FVWDB may be referred to hereinafter as “Workforce Development Funds.”)
2. **Transfer of Funds to Workforce Economics.** FVWDB shall, at its discretion, transfer Workforce Development Funds to Workforce Economics so as to permit Workforce Economics to take responsibility for, and implement, direct service delivery. It is the intent of the parties to avoid the need for submission of proposals from Workforce Economics for specific projects and to obviate the need for FVWDB to issue a request for proposals to Workforce Economics. This Agreement shall not inhibit or restrict the ability of FVWDB to issue request for proposals, or accept proposals from, other groups, organization, associations or entities for any other acceptable purpose.
3. **Administration and Oversight.** FVWDB shall oversee and administer Workforce Development Funds despite their transfer to Workforce Economics as described above. FVWDB shall have, in addition to other general administrative rights, the right to review the budget of Workforce Economics and oversee the process of distribution of funds utilized by Workforce Economics, as well as generally oversee its continued operations and use of Workforce Development Board Funds. FVWDB may, at its sole discretion, demand the return of any and all funds provided to Workforce Economics or terminate future distributions to

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Workforce Economics in the event that the operations of Workforce Economics fail to meet with the approval of FVWDB in any respect. FVWDB shall monitor and ensure the effectiveness of performance by Workforce Economics and its programs and recipients.

4. **Provide Vision for the System.** FVWDB shall determine the overall vision for the use of funds by Workforce Economics and establish long term goals for the sustenance and growth of the workforce development system. Further, FVWDB shall communicate such vision and goals to Workforce Economics.
5. **Develop Strategy for Workforce Delivery.** With a goal towards maintaining the vision and accomplishing such goals as set forth above, and ensuring consistency with said vision and goals, FVWDB shall develop, and communicate to Workforce Economics, strategies with respect to the workforce development system. FVWDB shall otherwise develop such strategies and take such responsibilities as are identified under the Wisconsin Workforce Investment Act. FVWDB shall take measures to ensure that resources are best utilized in a manner which sustains and advances the workforce development system in a manner consistent with the goals developed by FVWDB. In addition to such responsibilities, FVWDB shall have the following obligations with respect to strategy:
 - a. **Provide Support for the System.** FVWDB shall provide support for the workforce development system and furnish funding, direction, and infrastructure in addition to other related areas of support.
 - b. **Connection with Economic Development.** FVWDB shall provide direction in an effort to bring about a combination of workforce development and economic strategies.
 - c. **Connection with Training Providers.** FVWDB shall take measures and implement strategies to ensure the connection of educational institutions, including the university system and

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- technical institute system as well as local primary and secondary education systems, with the workforce development and economic development systems.
- d. Connection with One Stop System. FVWDB shall be responsible for connecting and overseeing the local service delivery system and its relationship and operation with respect to local job centers.
6. **Labor Market Information.** FVWDB shall ensure, and take primary responsibility for, securing and maintaining labor market information, and shall make such information available to businesses.
7. **Accountability.** FVWDB shall remain solely accountable for funding which it receives and shall remain solely responsible for the appropriate use of such funds and resources as related to FVWDB specific grants.
8. **Meeting Community Needs.** FVWDB shall provide vision for developing a strong workforce in accordance with community needs. FVWDB shall act to meet community needs consistent with its creed: “An Investment in Today’s Workforce for Tomorrow’s Future.”, further, FVWDB shall maintain responsibility to the local community in a capacity as stewards, with the goal towards ensuring that the community receives a return on its investment.

SECTION II

Obligations of Workforce Economics

1. **Fiscal Agent.** Workforce Economics shall act as an agent for FVWDB and shall use funding received from FVWDB in a manner consistent with the directives and requirements as provided by FVWDB and as otherwise set forth by any legislation pursuant to which funding is received.

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2. **One Stop Operator.** Workforce Economics shall oversee local job centers and shall be responsible for the day-to-day operations of such centers. Workforce Economics shall be designated as the “one stop operator.”
3. **Program Oversight.** Workforce Economics shall take primary responsibility for direct service delivery with respect to the workforce development system and shall take sole responsibility for developing contracts and agreements with vendors and provide direct program oversight with a goal to ensure compliance with the Department of Labor standards. Further, Workforce Economics shall oversee all programs in a manner to ensure that any such programs receiving funding comply with the Wisconsin Workforce Investment Act legislation or other requirements or obligations pursuant to which funding was received. Workforce Economics shall evaluate the effectiveness of said programs and shall remain accountable to FVWDB for any funds which it receives from FVWDB which are distributed to vendors or other program recipients.
4. **Business Services.** Workforce Economics shall develop fee for service products to provide businesses and oversee fee for service agreements and requirements and will comply with any legislative or other requirements applicable to funds provided relevant to business services. Generally, Workforce Economics shall engage in outreach efforts to businesses and shall make efforts to provide value added services to businesses.
5. **Economic Development Project.** Workforce Economics shall be responsible for performing any and all work as required to further or complete the economic development project currently in existence pertaining to 17 local and neighboring counties.
6. **Use of Employees.** Workforce Economics shall require its employees to, as directed by the company, dedicate time as needed for the operation of FVWDB and the administrator of Workforce Economics shall, at the direction of FVWDB, dedicate time as administrator for FVWDB.

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7. **Annual Audits.** Workforce Economics shall be responsible for undertaking annual fiscal audits of both its own operations and those of FVWDB.

SECTION III

Term of Agreement and Termination

1. **Initial Term.** The term of this Agreement shall be for a period of five (5) years commencing on the date this Agreement becomes executed by both parties.
2. **Termination.** This Agreement may not be terminated without the mutual written agreement of all parties hereto.
3. **Extensions.** This Agreement shall automatically be renewed for an additional five (5) year term and will continue to renew for five (5) year terms every five (5) years thereafter unless terminated by the parties in accordance with the terms of this agreement.
4. **Disbandment.** If Workforce Economics disbands, dissolves, or ceases to exist, all obligations, responsibilities and functions will revert back to the FVWDB. All Workforce Economics staff will become FVWDB employees as feasible.

SECTION IV

1. **Relationship of the Parties.** Workforce Economics shall be designated as an agent for FVWDB and shall act, and be treated for all intents and purposes, as a subsidiary entity of FVWDB
2. **Compliance with LEO Agreement.** The parties hereto mutually agree to meet the terms of the joint agreement entered into by and between the Fox Valley Service Delivery Area Board of Commissioners and the Fox Valley Workforce Development Board as initially effective on November 12, 1977 (the "LEO Agreement") and as renewed thereafter, as well as any bylaws developed thereunder.
3. **Modifications.** This Agreement may not be altered, or orally modified, but may be modified only in writing, signed by the parties hereto.

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4. **Severability.** In case one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect. The validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
5. **Parties Bound.** This Agreement shall be binding on the parties hereto and their respective heirs, successors, and assigns.
6. **Governing Law and Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin applicable to agreements made in that state and not the choice of law rules of such state. Any action brought by either party hereto against the other, arising out of or related in any manner to this Agreement, shall be brought in the Circuit Court of Appleton, Outagamie County, State of Wisconsin and the appropriate State of Wisconsin Appellate Courts thereafter.

Dated this _____ day of _____, 20____.

WORKFORCE ECONOMICS, INC.

By: _____
Julie Holcomb, President

Dated this _____ day of _____, 20____.

FOX VALLEY WORKFORCE DEVELOPMENT
BOARD, INC.

By: _____
Cheryl Welch, Executive Administrator

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