

City
of
Milwaukee

Department of City Development

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

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

July 30, 2008

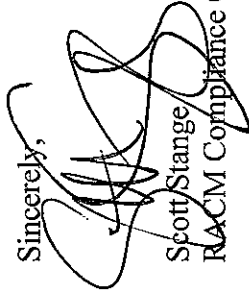
Mr. Ronald D. Leonhardt
City Clerk
City Hall, Room 205
Milwaukee, WI 53202

Dear Mr. Leonhardt:

Enclosed is a fully executed duplicate original of Contract No. 08-011 (CM) between the City of Milwaukee and your firm, Milwaukee Area Workforce Investment Board, Inc. This pertains to the funding for the summer youth employment.

Please insert this agreement into Common Council Resolution File No.071087, adopted December 11, 2007.

Sincerely,



Scott Stange
RACM Compliance Officer

Enclosure

CBP-4 (Rev. 5/25/05)

FOR (DCD) PURCHASING/CONTRACT SERVICES SECTION USE ONLY

CONTRACT FOR SERVICES
PART I

CONTRACT NO. 08-011 (CM)
DEPT/DIVISION: DCD – Executive Office
DATE OF AWARD: 2/13/08

ORIGINAL

City of Milwaukee
Department of City Development
Purchasing/Contract Services

The provisions of this contract have been reviewed and approved by the Office of the City Attorney.

PROJECT NAME: Earn & Learn Community Work Program
Project/Grant NO. GR0000800000

Distribution
Original – DCD Contract Services
Copy 1 - Contractor
Copy 2 - Comptroller

SERVICE DESCRIPTION (General):

Earn & Learn Community Work Experience Program

TIME OF PERFORMANCE:

July 1, 2008 through June 30, 2009

TOTAL AMOUNT OF CONTRACT:

Maximum Amount of Compensation Not to Exceed Four Hundred Thirty Thousand Forty-Five and 00/100 Dollars (\$430,045.00)

THIS AGREEMENT, entered into by and between Milwaukee Area Workforce Investment Board, Inc. (hereinafter referred to as the "CONTRACTOR"), and the City of Milwaukee, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "CITY"),

Performance, schedules, and/or invoices will be approved by Rocky Marcoux, Commissioner of the City of Milwaukee Department of City Development (DCD), or his designee.

The following constitute the Contract documents. If there is a conflict or ambiguity, the Contract shall be governed by these listed documents in descending order of precedence.

- A. This Contract for Services.
- B. Exhibit A, "Scope of Services."
- C. Exhibit B, "Budget."
- D. Exhibit C, Grant Agreement between DWD and the City
- E. Common Council Resolutions 071087 and 071142.

F. Work may commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) been notified in writing to commence the Performance of Services, or (b) received from the CITY an original of the Contract that is complete and fully executed.

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and qualified to undertake and perform those certain services, as hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of this Contract as an independent entrepreneur and not as an employee of the CITY.

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

- I. RETENTION OF SERVICES. The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this Contract. CONTRACTOR agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

II. REQUIREMENTS. The CONTRACTOR is required to

- A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this contract.
- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment terms.

III. SCOPE OF SERVICES. (To include specific duties and responsibilities, time schedules and deadlines, compensation, terms, and approval requirements.)

A. Availability of Funds.

- 1. This contract award is 100% funded under a grant from the State of Wisconsin's Department of Workforce Development. Thus, should the availability of funds be reduced, the CITY and the CONTRACTOR agree that the CITY can modify and reduce the CONTRACTOR's scope of services and compensation (as listed on page 1 as the "Total Amount of Contract"). In the event of such modification or reduction, the parties shall agree upon the portions of the contract to be reduced or modified.
- 2. The CITY and CONTRACTOR further acknowledge that payments under this Contract are subject to either (1) actual receipt by the CITY of funding by the State of Wisconsin's Department of Workforce Development or (2) the ability of the CITY to finance its payment obligations hereunder with other City funds pending receipt of the grant monies.

B. Services to be Provided. The CONTRACTOR will provide 400 public-sector subsidized-wage community work-experience jobs and work-readiness training to Milwaukee young adults between the ages of 14 and 21 years old pursuant to the Scope of Services set forth in Exhibit A, attached to and incorporated by reference to this contract

IV. SPECIFIC CONDITIONS OF PAYMENT: Upon receipt of properly submitted and approved invoices, the contractor shall be compensated pursuant to the Budget set forth in Exhibit B, attached hereto and incorporated herein to this contract

THE CITY STRIVES TO MAKE TIMELY PAYMENT ON ALL INVOICES. PAYMENT TO THE CONTRACTOR WILL BE DEEMED TIMELY IF THE PAYMENT IS MAILED, DELIVERED, OR TRANSFERRED WITHIN 60 CALENDAR DAYS AFTER RECEIPT OF A PROPERLY COMPLETED INVOICE OR RECEIPT AND ACCEPTANCE OF THE PROPERTY OR SERVICE UNDER THE ORDER OR CONTRACT, WHICHEVER IS LATER. IF THE CITY DOES NOT MAKE PAYMENT BY THE 60TH CALENDAR DAY, THE CITY SHALL PAY SIMPLE INTEREST BEGINNING WITH THE 31ST CALENDAR DAY AT THE RATE OF ONE PERCENT (1%) PER MONTH (UNLESS THE CITY DISPUTES THE AMOUNT OF THE INVOICE). REFERENCE COMMON COUNCIL FILE NO. 900859 ADOPTED OCTOBER 16, 1990, PROVISIONS OF STATE STATUTE 66.285 AND 66.286.

V. NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

MILWAUKEE AREA WORKFORCE INVESTMENT BOARD, INC
2338 N. 27TH STREET
MILWAUKEE, WI 53210

Attention: Mr. Donald Sykes, President/CEO

and to the CITY at:

DEPARTMENT OF CITY DEVELOPMENT
809 NORTH BROADWAY
MILWAUKEE, WISCONSIN 53202

Attention: Mr. Rocky Marcoux, Commissioner

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

VI. REPORTS

- A. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal, unless otherwise agreed to in writing.
- B. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided. Both parties recognize that this Agreement is subject to the provisions of the State of Wisconsin Public Records Law.

VII.

TIME OF PERFORMANCE. The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by the CONTRACTOR and upon written notice from the City to proceed, or when the CONTRACTOR has received an original of the Contract which is complete and fully executed, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT.

VIII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

- A. Performance. Notwithstanding any references to the contrary in the contract documents, the CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. Place of Performance. The CONTRACTOR shall conduct CONTRACTOR's services as required under the terms and conditions of this Contract at such place or places as is necessary so as to enable the CONTRACTOR to fulfill CONTRACTOR's obligations under this Contract.
- C. Compensation. The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on page 1 under "Total Amount of Contract," inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum for all of the services required.
- D. Additional Fringe or Employee Benefits. The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.
- E. Taxes, Social Security, Insurance, and Government Reporting. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the CITY during the terms of this Contract or any extension thereof. A Certificate of Insurance shall be provided to the CITY as an additional insured providing for a thirty (30) day notice to the CITY prior to change, termination or cancellation.
- F. Subcontracting. The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the DCD Commissioner.

IX.

METHOD OF PAYMENT. The City agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules" set forth herein it will pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the DCD Commissioner or its designee shall prevail. The conditions of payment are as follows: Compensation for services required under this Contract shall be contingent upon each activity being reviewed for

approval by the CITY approving officer designated on page 1 and approved by them for payment (as referenced and stipulated on page 2, IV Specific Conditions of Payment).

- X. DEFENSE OF SUITS. In case any action in court or proceeding before an administrative agency is brought against the CITY or any of its officers, agents, or employees for the failure or neglect of the CONTRACTOR in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the CITY or its officers, agents, or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.
- XI. INDEMNIFICATION. Notwithstanding any references to the contrary in the contract documents, CONTRACTOR assumes full liability for all of its acts in the performance of this contract. CONTRACTOR will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs, and expenses which may be claimed against the City in consequence of the granting of this contract to said CONTRACTOR, or which may result from the carelessness or neglect of said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the carelessness, negligence, or by acts of omission of the CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for the CONTRACTOR, the CONTRACTOR assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorneys fees or other expenses resulting therefrom.
- XII. REGULATIONS. Contractor agrees to comply with all of the requirements of all federal, state and local laws related thereto.
- XIII. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the DCD Commissioner shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of the termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the CITY, become the property of the CITY.
- Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the CONTRACT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.
- XIV. TERMINATION FOR CONVENIENCE OF THE CITY. The CITY may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the DCD Commissioner to the CONTRACTOR. If the CONTRACTOR is terminated by the CITY as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONTRACTOR covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the CONTRACTOR during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph XIII hereof, relative to termination, shall apply.
- XV. CHANGES. The DCD Commissioner may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.
- XVI. PERSONNEL
 - A. The CONTRACTOR represents that it has or will secure at its own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

- B. All of the services required hereunder will be performed by the CONTRACTOR or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the DCD Commissioner. If any work or services is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as its for the acts and omissions of persons directly employed by them.
- XVII. ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the DCD Commissioner. Provided, however that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the DCD Commissioner.
- XVIII. RECORDS.**
- A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, these records shall be maintained for a period of seven (7) years after receipt of the final payment under this Contract.
 - B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.
- XIX. REPORT AND INFORMATION.** At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Contract.
- XX. 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 federal or state agency may deem necessary, there shall be made available to the CITY, the CITY's Comptroller or such agency for examination all of its records with respect to all matters covered by this Contract and the CONTRACTOR and any subcontractors, shall permit the City, the City Comptroller and/or representatives of the Comptroller General 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 Contract. Further, any contract issued by the CONTRACTOR to a subcontractor for work relating to this Contract, shall have an audit clause similar in form and execution to this clause.
- XXI. FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc. prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States Government, without the prior written approval of the DCD Commissioner.
- XXII. CONFLICT OF INTEREST**
- A. Interest in Contract. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
 - B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.

XXII. A and B above who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or its employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

D. Lobbying.

1. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. The CONTRACTOR agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XXIII. DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination against any employee or applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.
- This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

- B. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- D. Contractor agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.

- XXIV. WORKER'S COMPENSATION INSURANCE. The CONTRACTOR, and all contractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation Insurance for all persons performing any work or services under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.

XXV. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

XXVI. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians, if any, performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.

XXVII. OTHER PROVISIONS.

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the City in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor other than herein provided.
- B. The word "CONTRACTOR" means a person, or an entity, whether public or private, that enters into contract with the CITY, and whenever or wherever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part I of this Contract.
- C. Both parties understand 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 sec. 19.21, Wis. Stats., et seq. Contractor acknowledges that it is obligated to cooperate with the City in producing records which are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the CONTRACTOR must defend and hold the City harmless from liability under that law.
- D. Upon execution of this Contract, the CONTRACTOR certifies to the CITY that it will provide a drug-free workplace, and will otherwise comply with, as required under the Drug-Free Workplace Act of 1988, as amended, and the regulations promulgated thereunder.
- E. The Contractor agrees to abide by the requirements of the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324A, and certifies that the identity and work authorization of all Contractor's employees hired after November 6, 1986 has been verified and that the Contractor has not knowingly hired any aliens since such date that are not authorized to work in the United States.

XXVIII. This contract consists of this Part I, Exhibit A, and the Contractor's proposal; however, whenever federal state assistance, aids or grants are used in whole or in part for the procurement of the services herein before described or used for the purposes set forth in this contract, this Part I is subject to the provisions of Part II hereof applicable and in such event, Part II is specifically made a part of this contract as though set forth herein in full. Part II is applicable (and attached) X not applicable _____.

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Contract to be executed for and on their respective behalf as of the dates hereinafter set forth.

CITY OF MILWAUKEE, a municipal corporation:

By: *Andy Mann*
DCD Commissioner

CONTRACTOR:

Firm: Milwaukee Area Workforce Investment Board

Address: 2338 N. 27th Street

City/State: Milwaukee, WI Zip 53210

Phone: (414) 270-1700

Fax: (414) 225-2375

Date: _____
Countersigned By: *Michael J. Goff*
Comptroller

Date: 07-29-08

By: *Donald Sykes*

Title: CEO, President

Date: 7/7/08

Office of the City Attorney
Approved as to Form, Content, and Execution

Dated: 7/30/08

By: *Thomas O'Brien*
Assistant City Attorney

Witness: _____

PLEASE NOTE! CORPORATIONS MUST COMPLETE THE STATEMENT BELOW.

(Note: Someone other than the individual who executed this Contract must certify the following):

CERTIFICATE RE: CORPORATION

I, Patti Porath certify that I am the CEO of the above CONTRACTOR
PRINT NAME PRINT TITLE

named herein; that Donald Sykes, who executed this Contract on behalf of the CONTRACTOR was
PRINT SIGNATOR OF CONTRACTOR

then CEO, President of said corporation, and in said capacity, duly signed said Contract for and
OFFICIAL CAPACITY OF SIGNATOR

on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by action of its
duly constituted board, all of which is within the scope of its corporate powers.

Dated at Milw WI 53210 this 7th day of July, 2008
LOCATION

Patti Porath
SIGNATURE

**CITY OF MILWAUKEE
CENTRAL BOARD OF PURCHASES
Service Contract Supplement
for Grant & Aid Contracts)**

PART II

TERMS AND CONDITIONS FOR FEDERAL OR STATE ASSISTANCE, AIDS OR GRANTS

I. DEFINITIONS. As used in this Contract:

- A. "CITY" means the City of Milwaukee, a Wisconsin municipal corporation.
 - B. "CONTRACTOR" means an entity, whether public or private, that furnishes to the CITY the services referred to in Part I.
- II. SPECIAL REQUIREMENTS.** If federal or state grants or aids are involved, then any unearned payments under this Contract may be suspended or terminated
- A. Upon refusal of CITY to accept any additional conditions which may be imposed by any appropriate federal or state agency; or
 - B. Upon the suspension or termination of a grant or aid to the CITY under a federal or state act.

III. IDENTIFICATION OF DOCUMENTS. All reports, maps and other documents completed as part of this Contract, other than documents exclusively for internal use, shall contain the following information on the front cover or title page (or in the case of maps, on an appropriate block): Name of Agency, month and year of the preparation, name of the CONTRACTOR and the following notation covering federal assistance:

The preparation of this report, map, document, etc. was financed in part through a grant from the Department of Housing and Urban Development under the provisions of Title I of the Housing and Community Development Act of 1974 (as amended).

IV. INTEREST IN CERTAIN FEDERAL OFFICIALS. No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or any benefit to arise therefrom.

V. OPPORTUNITIES FOR RESIDENTS. In all work made possible by or resulting from this Contract, affirmative action will be taken to ensure that low and moderate income residents are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by low and moderate income residents are to the greatest extent feasible awarded contracts.

VI. COPYRIGHTS. If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.

VII. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the appropriate federal agency involved for determination by it as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereupon, shall be disposed of and administered, in order to protect the public interest.

VIII. POLITICAL ACTIVITY PROHIBITED. None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

IX. LOBBYING PROHIBITED. None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

X. DISCRIMINATION BECAUSE OF CERTAIN LABOR MATTERS. No person employed in the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer

XI. ANTI-KICKBACK RULES. Salaries of architects, draftsmen, technical engineers and technicians, if any, performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., section 874; and title 40 U.S.C., section 276e). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts, if any, covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or of exemptions from the requirements thereof.

XII. The CONTRACTOR shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of the Contract.

XIII. LEAD-BASED PAINT. Section 570.608 - If the Contract involves construction or rehabilitation of residential structures with assistance provided under this agreement, it is subject to the lead-based paint regulations set forth in 24 CFR 35, as amended at 24 CFR 35.61(C), January 27, 1977.

XIV. "SECTION 3" OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 U.S.C. 1701(u)).

A. Any work to be performed under this Contract which is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Any such work requires that the parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the CITY issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Provisions of current subordinate requirements not conforming to this Attachment shall be rescinded by grantor agencies unless approved by the Office of Federal Procurement Policy (OFPP).

2. Grantee/Grantor Responsibility.

a. These standards do not relieve the grantee of any contractual responsibilities under its contracts. The grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims. Executing agencies shall not substitute their judgment for that of the grantee unless the matter is primarily a Federal concern. Violations of law are to be referred to the local, State, or Federal authority having proper jurisdiction.

b. Grantees shall use their own procurement procedures which reflect applicable State and local laws and regulations, provided that procurements for Federal Assistance Programs conform to the standards set forth in this Attachment and applicable Federal law.

3. **Grantee Procurement Improvement.** Executive agencies awarding Federal grants or other assistance which require or allow for procurement by the recipients are encouraged to assist recipients in improving their procurement capabilities by providing them with technical assistance training, publications, and other aid.

4. Procurement System Reviews.

a. Executive agencies are encouraged to perform reviews of their grantees' procurement systems if a continuing relationship with the grantee is anticipated or a substantial amount of Federal assistance is to be used for procurement and review of individual contracts is anticipated. The purpose of the review shall be to determine: (1) whether a grantee's procurement system meets the standards prescribed by this Attachment or other criteria acceptable by the OFPP, such provisions of the Model Procurement Code for State and local government; and (2) whether the grantee's procurement system should be certified by the reviewing agency. Such a review will also give an agency an opportunity to give technical assistance to a grantee to remedy its procurement system if it does not fully comply. In addition, such a review may provide a basis for deciding whether the grantee's contracts and related procurement documents should be subject to the grantor's prior approval, as provided by Section 6.

b. In conducting procurement system review, grantor agencies will evaluate a grantor's procurement system in terms of whether it complies with the standards prescribed by this Attachment and represents a fair, efficient and effective procurement system. To the maximum extent feasible, reviewers will rely upon State or local evaluations and analyses performed by agencies or organizations independent of the grantee contracting activity.

c. When a Federal grantor agency completes a procurement review, it shall furnish a report to the grantee, with a copy to OFPP.

d. All agencies should normally rely upon the resultant findings or certification for a period of 24 months before another review is performed.

e. Reviews should be conducted in accordance with standards and guidelines approved or issued by OFPP.

f. The reviews authorized by Section 6 are waived if a grantee's procurement system certified.

5. Protest Procedures

a. Grantor agencies may develop an administrative procedure to handle complaints or protests regarding grantee contractor selection actions. The procedure shall be limited as follows:

b. No protest shall be accepted by the grantor agency until all administrative remedies at the grantee level have been exhausted.

c. Review is limited to:

(1) Violations of Federal law or regulations. Violations of State or local law shall be under the jurisdiction of State or local authorities.

(2) Violations of grantee's protest procedures or failure to review a complaint or protest.

6. Grantor Review of Proposed Contract

Federal grantor pre-award review and approval of the grantor's proposed contracts and related procurement documents, such as requests for proposal and invitations for bids, is permitted only under the following circumstances:

a. The procurement is expected to exceed \$10,000 and is to be awarded without competition or only one bid or offer is received in response to solicitation.

b. The procurement expected to exceed \$10,000 specifies a "brand name" product; or

c. The grantor's procurement procedures or operation fails to comply with one or more significant aspects of this Attachment. The grantor's agency shall notify the grantee in writing, with a copy of such notification to the OFPP.

7. **Code of Conduct.** Grantees shall maintain a written code of standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

a. The employee, officer or agent;

b. Any member of his immediate family;

c. His or her partner; or

d. An organization which employs, or is about to employ any of the above, has a financial interest in the firm selected for award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents, or by contractors or their agents.

(c) All bids shall be opened publicly at the time and place stated in the Invitation for bids.

(d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the grantee indicates that such discounts are generally taken.

(e) Any and all bids may be rejected when there are sound documented business reasons in the best interest of the program.

c. In competitive negotiation, proposals are requested from a number of sources and the Request for Proposals publicized, negotiations are normally conducted with more than one of the sources submitting offers, and either a fix-price or cost-reimbursable type contract is awarded, as appropriate. Competitive negotiation may be used if conditions are not appropriate for the use of formal advertising. If competitive negotiation is used for a procurement under a grant, the following requirements shall apply:

(1) Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposal shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable.

(2) The Request for Proposal shall identify all significant evaluation factors, including price or cost where required and their relative importance.

(3) The grantee shall provide mechanisms for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

(4) Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly.

(5) Grantees may utilize competitive negotiation procedures for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated and the most qualified competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

d. Noncompetitive negotiation is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising) or competitive negotiation procedures. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

(1) The item is available only from a single source;

(2) Public exigency or emergency when the urgency for the requirements will not permit a delay incident to competitive solicitation;

(3) The Federal grantor agency authorizes noncompetitive negotiation; or

(4) After solicitation of a number of sources, competition is determined inadequate.

e. Additional innovative procurement methods may be used by grantees with the approval of the grantor agency. A copy of such approval shall be sent to the OFFFF.

12. **Contract Pricing.** The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. Grantees shall perform some form of cost or price analysis, in connection with every procurement action including contract modifications. Costs or prices based on estimated costs for contracts under grants shall be allowed only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles.

13. **Grantee Procurement Records.** Grantees shall maintain records sufficient to detail the significant history of a procurement. These records shall include, but are not necessarily limited to information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

14. **Contract Provision.** In addition to provisions defining a sound and complete procurement contract, any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts as required by the provision, Federal law or the grantor agency.

- a. Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- b. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contracts may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
- c. All contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.
- e. When required by the Federal grant program legislation, all construction contracts in excess of \$2,000 awarded by grantees and subgrantees shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (19 CFR, Part 5). Under this act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

XIX. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (REHABILITATION ACT OF 1973; as requested by the City of Milwaukee, Community Development Agency, special reference is made of Sections 503 and 504 of this act.)

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, up-grading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- B. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights of applicants and employees.
- E. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XX. This is the last numbered paragraph of Part II

EXHIBIT A

Scope of Services

Earn & Learn Community Work Experience Program – State Fiscal Year 2009

The Contractor agrees to operate the program per the State Single Audit requirements and comply with Child Labor Laws, safety regulations, and ensure employment activities are non-secular.

A. Project Goals

- 1) The City and Contractor will work collaboratively to develop a single Request for Proposals to recruit and select community- and faith-based organizations and government agencies to provide summer work experience positions.
- 2) Contractor will provide 400 state-funded subsidized-wage community work experience positions.
- 3) Contractor will recruit, screen and place eligible participants in community work experience positions.
- 4) Contractor will ensure that eligibility requirements are met and required documents are submitted by all participants, including:
 - Between the ages of 14 and 21;
 - Live in Milwaukee County;
 - Eligible to work in the United States; and
 - Complete an Earn & Learn application.
- 5) Contractor is responsible for obtaining worker's compensation insurance, processing payroll, and obtaining and retaining other related documentation for community work experience placements.
- 6) Dates of Employment: Students will work from July 1, 2008 through August 31, 2008. Students will not work on July 4, 2008. Exceptions to the start and end dates, not to exceed 140 hours total, nor 20 hours per week, may be made to accommodate worksite needs.
- 7) Wages: Youth Workers -- \$6.50 per hour; Team Leaders -- \$7.25 per hour.
- 8) Work-hours Per Week and Total: 20 hours per week; 140 total hours for Youth Workers and Team Leaders.
- 9) Contractor will be the Employer of Record for participating students
- 10) Contractor will monitor the conditions of all participating worksites to ensure compliance with all applicable program rules, policies and guidelines.
- 11) Contractor will monitor and report on the activities and accomplishments of program participants.

B. Project Activities

- 1) Issue a Request For Proposals soliciting the provision of part-time subsidized community work experience and work-readiness training opportunities, targeted to teens 14-17 years-old, from community- and faith-based organizations and government agencies.
- 2) Review RFP responses and award slots to qualified vendors.
- 3) Provide training to participating organizations on program rules, regulations, policies, procedures and other relevant matters prior to placing participating students.
- 4) Recruit student participants, determine eligibility and make assignments to participating worksites.
- 5) Monitor and evaluate the performance of participating worksites and students.
- 6) Provide on-going technical assistance and support to participating worksites and students.
- 7) Provide copies of all program-related documents and materials to contract monitors.

EXHIBIT B

Milwaukee Area Workforce Investment Board
City of Milwaukee Summer Employment Program
06/01/06-08/31/06

Budget Amount \$ 425,000
Number of Subsidized Positions 400

Direct Costs
Youth Wages (350 positions @ \$6.50 hour, 20 hours, 7 weeks)* \$ 280,280
Youth Wages (50 positions @ \$7.25 hour, 20 hours, 7 weeks)* 44,660
Sub-total Youth Wages 324,940
Fica Taxes (7.65%) 24,858
Workers Compensation Insurance (5%) 16,247
Transportation (Bus Tickets - 400 @ \$5.00 per person) 2,000
Work Permits (400 @ \$5.00 per person) 2,000
Sub-total Direct Costs \$ 370,045

WIB Staff Support - See Attachment \$ 60,000

Total Budget \$ 430,045

Cost per participant \$ 1,075

*12% Absenteeism

EXHIBIT B

Staff Support - City Summer Program

Staff	Position	Wage	Fringes	# Hours	# Weeks	Total Wages & Fringes
Jaime Zillmer	HR & PR Manager	26.59	7.98	15.00	8.00	4,148.40
Panh Vongphouthone	PR Assistant	17.54	5.26	15.00	8.00	2,736.00
Chad Austin	Employer Services	19.53	5.86	15.00	8.00	3,046.80
Misti Smith	Payroll Intern	11.24	3.37	15.00	8.00	1,753.20
Chytania Brown	Youth Manager	37.98	11.39	15.00	8.00	5,924.40
Eliel Contreras	Youth Worker	22.93	6.88	15.00	8.00	3,577.20
Alicia Cruz	Youth Worker	18.68	5.6	15.00	8.00	2,913.60
Brian Foley	Team Leader - Youth	27.69	8.31	15.00	8.00	4,320.00
Chamia Foster	Team Leader - Youth	25.72	7.72	15.00	8.00	4,012.80
Jaime Gonzalez	Youth Worker	24.62	7.39	15.00	8.00	3,841.20
Bernadette Graves	Youth Worker	25.45	7.64	15.00	8.00	3,970.80
Mari Hicks	Youth Worker	23.76	7.13	15.00	8.00	3,706.80
Kalombo Kadima	Youth Worker	17.82	5.35	15.00	8.00	2,780.40
Cheryl McDuffie	Youth Worker	22.07	6.62	15.00	8.00	3,442.80
Bryan Murphy	Youth Worker	22.07	6.62	15.00	8.00	3,442.80
Suzanne Reinstein	Youth Worker	23.76	7.13	15.00	8.00	3,706.80
Ronny Yang	Youth Worker	22.93	6.88	15.00	8.00	2,676.00
Total						60,000.00

ORIGINAL

[] State
[] Agency

**DIVISION OF EMPLOYMENT AND TRAINING
AGREEMENT**
by and between
the Wisconsin Department of Workforce Development (DWD)
and
the City of Milwaukee

This Agreement, which includes Appendix A, is entered into by and between the Division of Employment and Training (DET) on behalf of the Department of Workforce Development (DWD), whose principal address is 201 East Washington Avenue, P.O. Box 7972, Madison, Wisconsin 53707-7972, hereinafter referred to as the Department and the City of Milwaukee whose principal contact and address is William Malone, 809 N. Broadway, Milwaukee, WI 53202 hereinafter referred to as the City. This Agreement covers the period of July 1, 2007, through June 30, 2009.

WHEREAS, the Department wishes to grant funds to the City as it is authorized to do so by Wisconsin law; and,

WHEREAS, the City is engaged in administering the desired services; and,

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, the Department and the City agree as follows:

Definitions:

1. "Agreement Appendix" means an addition to the main body of the agreement which is attached prior to the parties signing the agreement. An appendix does not require signatures of either party.
2. "Agreement Modification" means an addition to the main agreement which is attached after both parties have signed the agreement. A modification requires the signature of both parties or their designees.
3. "Agreement Supplement" means a signed unilateral letter from the Department which notifies the City that funds will be added to or will be decreased from the agreement but does not require signature of the City.

I. Services to be Provided

A. Service Description

A detailed description of the services to be provided and the City's means of delivering them is contained, or incorporated by reference, in the attached Appendices.

Appendix 1, attached, contains the grant for the period July 1, 2007 through June 30, 2008. Appendix 2 containing the grant for the second year will follow later.

B. Adherence to State Rules and Regulations

The City shall administer the programs as specified in the attached Appendices according to the directives of the Department including those contained in or amended during the period of this Agreement.

II. Funds Provided

A. Payment for services is provided in accordance with the terms and conditions of this Agreement. This amount is contingent upon receipt of funds by the Department. Specific funding amounts are enumerated in the attached Appendices.

B. De-obligation of Funds

1. Mid-Period: The Department may de-obligate unexpended funds via an agreement supplement when the agreement is under spent by twenty percent (20%) or more on a year-to-date basis. The funds allocated in future agreements may be reduced accordingly.
2. End of Agreement Period: The Department shall consider unspent funds as de-obligated funds at the end of the period.

C. Cost Allocation Plan and Overhead Rate

The overhead rate shall be in accordance with a cost allocation plan prepared by the City. This plan must be available for review as of the date a claim is made and must conform to federal and state requirements. The City's auditor must include procedures in the annual audit to evaluate compliance with applicable federal and state requirements.

III. Payment for Services

A. Payment Process

The Department will make payments to the City based upon the following provisions:

1. The City must submit Expenditure Report (invoice) itemizing the total Provider expenditures related to those services provided in the Agreement and applicable appendix (ces).
2. This contract is on a cost-reimbursement basis and as such the Department will not make any advance payments.
3. The Department shall reimburse the City for all such allowable expenditures that are reported, up to the funding level specified in this Agreement. Payments shall be used for only current agreement period expenses, as defined by the attachment (s).
4. Payments may be reduced or recovered by the Department anytime during the Agreement period if the Department determines that payments have been in excess of reported allowable costs or if payments outstanding are not supported by monthly reported expenditures.

B. Expenditure Reports

Claims for reimbursement must be submitted electronically to dwdgrants@dwd.state.wi.us. The Expenditure Report form is available at <http://dwd.wisconsin.gov/core/forms.htm>. The forms will be available after the signed contract is returned to the Department.

1. The Expenditure Report must be submitted by the City by close of business (4:30 pm CT) on Thursday. The Department will issue the reimbursement using direct deposit on the following Tuesday, subject to reduction, recovery and reimbursement as provided in this Agreement. Late reports will be processed in the next week's payment cycle.

If the date falls on a non-business day (per the State of Wisconsin calendar), the Expenditure Report due date and/or reimbursement date become the next business day. The payment schedule is available on the CORE website: http://dwd.wisconsin.gov/CORE/resources/Payment_Schedule.htm

Expenditure reports are due, at a minimum, monthly, on the last day of the month following the month of the expenditures.

2. DWD requires all grants to be paid through an Automatic Clearing House payment (direct deposit). ACH payments will be deposited into your agency's account according to your agency's contract terms. To begin receiving ACH payment, complete the ACH Set-Up form available at <http://dwd.wisconsin.gov/core/forms.htm> sign and submit to the address on the form.

3. The Department can not pay Expenditure Reports that are incomplete. Expenditure Reports that do not contain all required information will be returned to the City to be completed and resubmitted. Resubmitted claims will be paid with the next regular payment cycle. It is important to fill in all fields, with the CORE Agency Number and the Reporting Period: both month and year, being the most critical. See form details for appropriate file naming conventions.

Program expenditures and descriptions of allowable costs are further described in the Office of Management and Budget (OMB) Circulars OMB A-87, A-122 and A-21 or the program policy manual. <http://www.whitehouse.gov/omb/circulars/>

C. Final Expenditure Report

The City shall submit all claims for reimbursement under this Agreement to the Department within 60 days of the end of the period as specified in each Appendix. Expenses incurred within this Agreement period and reported later than sixty (60) days will not be recognized, allowed or reimbursed under the terms of this Agreement.

D. Return of the Excess Payments

The City will return to the Department any funds paid to the City in excess of the allowable costs of services provided under this agreement within 30 days of notification by the Department. Allowable costs are defined by the attachment(s) to this agreement and/or the program policy manual. If the City

fails to return funds paid in excess of the allowable costs of the services provided, the Department may recover any funds paid in excess of the conditions of this agreement from subsequent payments or may recover such funds by any legal means.

IV. Reporting and Monitoring

A. General Requirements

The City shall comply with the reporting and auditing requirements of the Department. Any required reports shall be forwarded as directed by the Department. The City shall report all costs, as requested by the Department, for reporting purposes.

B. Noncompliance

The City shall provide written notice to the Department of all instances of noncompliance with the terms of this Agreement, including noncompliance with any written assurance provided by the City to the Department. Notice shall be given as soon as practical, but in no case later than thirty (30) days after the City knows, or should have known, about the noncompliance. The written notice shall include information on reason(s) for and effect(s) of the noncompliance. If the Department becomes aware of noncompliance with this Agreement, either through notice from the City or through other means, appropriate procedures shall be instituted to protect the interest of the Department. If audits or other required information are not submitted timely, sanctions may be applied.

C. Participant Reporting

The City shall submit data necessary to comply with reporting requirements. The Department agrees to minimize the City's effort associated with this reporting.

D. Consequence of Failure to Submit Reports

Failure to report expenditures and the clients served as specified above shall result in the loss of these funds by the City and the repayment by the City to the Department.

E. Monitoring

The Department's review and monitoring of the City's programs covered under this Agreement may occur anytime during the year. The purpose of the monitoring visits will be to determine the extent of compliance with this Agreement and applicable laws and regulations, state statutes and administrative rules, or Department policy. Monitoring reviews may also include performance assessments based on the City's state approved proposal for the period of this Agreement.

V. State and Federal Rules and Regulations

A. General Requirements

The City agrees to meet state and federal service standards as expressed by state and federal laws or rules and regulations applicable to the services covered by this Agreement.

B. Civil Rights Compliance Plan

The City shall submit its Civil Rights Compliance (CRC) Plan within thirty (30) calendar days of the City signing this Agreement. If a similar CRC Plan has been submitted by the City and is approved or is pending approval, or if a similar plan was approved by another State agency within the previous two years, a copy of the CRC Plan submitted or approved or evidence of other agency approval will fulfill this requirement, if submitted to the Division of Employment and Training Civil Rights Compliance Officer, P.O. Box 7972, Madison, Wisconsin 53707-7972.

C. Non-Discrimination Policy

In connection with the performance of work under this Agreement, the City agrees not to discriminate against any employee or applicant for employment because of national origin, age, race, religion, color, disability or association with a person with a disability, sex, arrest or conviction record, sexual orientation, marital status, political affiliation¹, military participation or use or non-use of lawful products off the employer's premises during non-work hours. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DET Civil Rights Compliance Officer setting forth the provisions of this non-discrimination policy.

1. The City agrees that the agency and their subcontractors will comply with guidelines in the Civil Rights Compliance Standards and Resource Manual for the Department of Workforce Development, its Service Providers and their Subcontractors for Equal Opportunity in Service Delivery and Employment (http://www.dwd.state.wi.us/DET/civil_rights/default.htm).
2. Requirements herein stated apply to any subcontracts or grants. The City has primary responsibility to take constructive steps, as per the CRC Standards and Resource Manual, to ensure the compliance of its subcontractors. However, where the City has a direct contract with another service provider, the agency need not obtain a subcontract or sub-grantee CRC Plan or monitor that service provider.
3. The Department will monitor the Civil Rights compliance of the City. The Department will conduct reviews to ensure that the agency is ensuring compliance by its subcontractors or grantees according to guidelines in the CRC Standards and Resource Manual. The City agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the agency, as well as interviews with staff, clients, applicants for services, subcontractors and referral agencies. The reviews will be conducted according to Department

¹ Providers who receive funding from The United States Department of Agriculture, whether directly from DWD or through one of its contractors or grantees, will also not discriminate against otherwise qualified

procedures. The Department will also conduct reviews to address immediate concerns of complainants.

4. The City agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations and other monitoring efforts.

D. Accounting and Management Information Systems

1. For agreements of \$25,000 or more, the City shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles.
2. The City's chart of accounts and accounting system shall permit timely preparation of expenditure reports required by the Department as defined in Sections III and IV.
3. The City shall reconcile costs reported to the Department for reimbursement or as match to expenses recorded in the City's accounting bookkeeping system, as determined under Section V(D), on an ongoing and periodic basis. The City agrees that reconciliations shall be completed at least quarterly and will be documented. The City shall retain the reconciliation documentation in accordance with the records retention requirement specified in Section VI.
4. The City may only change its accounting period with prior written approval from the Department. The Department may approve a change in accounting period only if the City has a substantial verifiable business reason for changing the accounting period and agrees to submit a close-out audit, as defined in Section V(K)(6), within 90 days after the first day of the new accounting period. Proof of Internal Revenue Service approval shall be considered verification that the City has a substantial business reason for changing their accounting period.
5. A change in accounting period shall not relieve the City of reporting or audit requirements under this Agreement. An audit meeting the requirements of this contract shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

E. Subcontracting

1. All subcontracts awarded by the City must be consistent with the City's obligations under this Agreement including, but not limited to, the following:
 - a. be embodied in a written agreement signed by the City and subcontractor;
 - b. include a requirement that subcontractors comply with the requirements and provisions of this agreement.

- c. specify the services to be provided and the costs of those services; and,
 - d. include provisions for modifying or terminating the subcontract.
2. The City shall establish appropriate instruction and monitoring procedures for ensuring each subcontractor's compliance with the provisions of this Agreement and applicable state and federal regulations. The City remains responsible for the performance of any part of this Agreement that is subcontracted.

These procedures shall include, but not be limited to, distribution of policy documents.

3. Upon execution of all subcontracts, the City must submit a copy of each subcontract to the Department.

F. Copyright

Data and innovations developed as a result of the contracted services cannot be copyrighted or patented. All data, documentation and innovation become the property of the State of Wisconsin.

G. Protection of Funds

Any funds advanced to the City by the Department for services provided under this Agreement shall be deposited in a financial institution with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.

H. Competitive Procurement

The City shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competition.

I. Use of State Employees

The City will not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any department, commission or board thereof, to provide service relating to this agreement without the written consent of the employer of such person or persons and of the Department.

J. Conflict of Interest

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10) interest is a party to this Agreement; and, if this Agreement involves payment of more than \$3,000 within a twelve-month period, this Agreement may be voided by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the agreement. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Madison, Wisconsin 53703 (telephone 608/266-8123).

K. Provider Audit Requirement

1. General Requirements

- a. Governmental Entities: Governmental entities shall comply with the Single Audit Act of 1984, Office of Management and Budget (OMB) Circular A-133 (Revised 6/24/97) and the State Single Audit Guidelines issued by the Department of Administration.
- b. Nonprofit Agencies: Nonprofit agencies that have been certified under USC 501(c)(3) shall comply with OMB Circular A-133 and the Department's Provider Agency Audit Guide.
- c. The City shall submit at least one copy of a certified annual audit report to the Audit Coordinator, Department of Workforce Development, 201 East Washington Avenue, P.O. Box 7972, Madison, Wisconsin 53707-7972, within thirty (30) days from the issuance of the report, but no later than six (6) months after the end of the City's fiscal period. The audit shall be conducted and reports submitted in accordance with applicable state and federal regulations and guidelines and professional standards, including, but not limited to: OMB Circular A-133 as applicable; the State Single Audit Guidelines or the Department's Provider Agency Audit Guide as applicable; Section 46.036 of the Wisconsin Statutes; and General Accepted Auditing Standards.
- d. When the City's fiscal year is not the same as this Agreement period, a bridging schedule shall be prepared and included in the certified annual report. The bridging schedule shall identify costs to this Agreement period. The bridging schedule may be part of the Schedule of Federal and State Financial Assistance.
- e. The City shall submit with the certified annual audit report a copy of the Management Letter received from the auditor. If the auditor does not issue a Management Letter, the City shall submit a written assurance to the Department that a Management Letter was not submitted because the audit firm did not issue one. Documents issued by the auditor, which contain information comparable to that, which would be issued in a Management Letter, under another title, shall be considered Management Letters for purposes of this Agreement.
- f. When contracting with an outside auditor, the City shall authorize the auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department.

2. DWD Response to Audit Report

The Department shall notify the City within ninety (90) days of receipt of the audit completed by the independent certified auditor, whether or not the audit meets the requirements of the Department's audit guidelines. The Department shall initiate resolution of audit findings with the City within 180 days following notification of the audit's acceptance. If the

audit is not complete or is acceptable only in part, the Department shall rely upon the acceptable portion of the audit and any additional audit work shall build upon the work already done.

3. Provider Failure to Meet General Requirements

The Department reserves the right to conduct an independent audit of the City if the City fails to secure an audit covering all funds or a follow-up review of selected areas is determined to be necessary. In the event that the City fails to secure an audit, the Department's costs for completing an audit will be charged back to the City.

4. Requirement of Subcontractors

The City agrees that it is responsible for assuring that all purchase of service contracts of \$25,000 or more meet the requirements of the OMB Circular A-133 that pertain to subrecipient audits.

5. Resolution of Findings

The Department shall initiate resolution of audit findings with the City pursuant to Audit Resolution Policies developed by the Department.

6. Close-Out Audits

- a. An agreement specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the City ceases operations or when the City changes its accounting period (fiscal year). The purpose of the audit is to close out the short accounting period. The required close-out agreement specific audit may be waived by the Department upon written request from the City for grants, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
- b. The City shall ensure that its auditor contacts the Department prior to beginning the audit. The Department or its representatives shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditor and the City. Payment of increased audit costs as a result of the additional testing requested by the Department is the responsibility of the City.
- c. The Department may require a close-out audit with all audit requirements specified in Section V (K) (6). In addition, the Department may require that the auditor annualize revenues and expenditures for purposes of applying OMB Circular A-133 and determining major federal financial assistance programs. This information shall be disclosed in a note to the schedule of federal awards.

1. The City shall notify the Department in writing within thirty (30) days of the date payment was due of any past due liabilities to the federal government, state government or their agents for income tax withholding, FICA, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the City, or other funds owed. The written notice shall include the amount(s) owed, the reason the funds are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the funds are owed, the expected payment date and other related information.
2. The City shall notify the Department in writing within thirty (30) days of the date payment was due of any past due liabilities in excess of \$500, or when total past due liabilities exceed \$1,000, related to the operation of this Agreement for which the Department has reimbursed (or will reimburse) the City. The written notice shall include the amount(s) owed, the reason the funds are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the funds are owed, the expected payment date and other related information. If the liabilities are in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by the City to resolve the dispute.
3. The Department may require written assurance, quarterly, that the City has reconciled costs, receipts and refunds reported to the Department for reimbursement or as match to the expenses and revenues recorded in the City's accounting records and that all necessary adjustments have been reported to the Department or recorded in the accounting records, as appropriate. Upon request from the Department, written documentation of reconciliations may be required.
4. The Department may require written assurance at the time of entering into this Agreement that the City has in force, and will maintain for the course of the agreement, employee dishonesty bonding sufficient to hold the Department harmless in the event of an employee fraud or defalcation.
5. The Department and City each agree that they shall be responsible for any losses or expenses (including costs and attorney fees) attributable to the acts or omissions of their officers, employees or agents.

M. Equipment

The City agrees to comply with the Department's Policies and Procedures regarding equipment procured, if any, under this Agreement including inventories, minimum operating standards, installation, ownership, depreciation, moves, repair and maintenance.

VI. Records

A. General Requirements

The City shall maintain such records as required by state and federal laws. The City shall maintain records in a manner that will restrict disclosure of confidential information unless required or permitted by state or federal law or court order.

B. Inspection of Records

The Department reserves the right to inspect records and programs, insofar as is permitted by state and federal laws, by representatives of the Department and its authorized agents and federal agencies in order to confirm the City's compliance with the specifications of this Agreement.

C. Retention of Records

The City agrees to retain and make available to the Department all program and fiscal records in accordance with applicable federal regulations (OMB Circulars A-102 and A-110) or until the audit and subsequent audit resolution processes have been completed, whichever is later.

The Department or its agents shall have access to all existing Agreement related records, regardless of record retention requirements.

D. Confidentiality of Participant Information

The use or disclosure by any party of any information concerning eligible individuals who receive services from the City for any purpose not connected with the administration of the City's or the Department's responsibilities under this agreement is prohibited except with the informed written consent of the eligible individual or the individual's legal guardian.

The City will be responsible for any costs relating to remedies due should confidential information be disclosed inappropriately.

VII. Access to City

The City agrees to hire staff with special translation or sign language skills and/or they will provide staff with special translation or sign language skills training or find persons who are available within a reasonable time and who can communicate with non-English speaking or hearing impaired clients; train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; and make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators or ground floor rooms, and Braille, large print or taped information for the visually impaired. Informational materials will be posted and/or available in languages and formats appropriate to the needs of the client population.

VIII. Agreement Revisions and/or Termination

A. Remedy for Failure to Comply

Failure to comply with any part of this Agreement may be considered cause for termination of this Agreement.

B. Allowable Conditions for Renegotiation

This Agreement or any part thereof may be renegotiated in such circumstances as: (1) increased or decreased volume of services; (2) changes required by state or federal laws or regulations or court action; or, (3) funds available

C. Requirement of Written Amendments

Revision of this Agreement is not effective until agreed to by the Department and the City by a modification requiring the signature of both parties, or supplement requiring the signature of the Department.

D. Right to Terminate/Suspend Agreement

Upon a sixty-day written notice, either party has the right to terminate this Agreement. The Department reserves the right to immediately terminate this Agreement upon notice via certified mail to the City if the Department believes there is a substantial noncompliance with program and financial requirements. The Department will not pay any costs incurred after the termination date. Failure to comply with any part of this agreement may be considered cause for revision or suspension of this Agreement.

E. Inability to Provide Services

The City shall notify the Department whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the Department shall determine whether such inability will require revision or cancellation of this Agreement.

F. Remedy for Early Termination

If the Department finds it necessary to terminate this Agreement prior to the stated expiration date for a reason other than nonperformance by the City, actual costs incurred by the City may be reimbursed for an amount determined by mutual agreement of both parties.

IX. Sanctions

The City shall comply with all requirements under this Agreement. Instances of noncompliance shall be corrected promptly and reported timely by the City to the Department. If the Department becomes aware of noncompliance with this Agreement, either through notice from the City or through other means, appropriate procedures shall be instituted to protect the interests of the Department. If audits or other required information are not submitted timely, sanctions may be applied.

X. Conditions of the Parties Obligations

A. Requirement of State and Federal Authorization

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.

B. Legal Powers and Duties

The Department and the City understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.

C. Debarment or Suspension

The City certifies that neither the City nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The City further certifies that potential sub-recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment. (See section XII, for required signature.)

D. Related Party Transactions

If the City plans to use a related party (see OMB Circular A-133 for a definition of related party and allowable costs associated with related parties) in the provision of services under this Agreement, the City agrees to the following:

1. Prior to the execution of this agreement, the City shall obtain from the Department, approval of a written detailed description of the business to be transacted with the related party, the terms of reimbursement or transactions between the parties, and an estimate of the volume of business with the related party. The approved description shall be incorporated into this agreement by reference.
2. Provide to the Department such information as may be requested to enable it to approve the written agreement referred to in Section V (D) (1) above.
3. Notify the Department if the actual amount and/or type of business conducted with the related party during the contract period differ significantly from the approved written description.
4. Require that the related party follow all federal, state, and grants and financial management rules as they apply to related parties.
5. Require an audit of the related party (regardless of the type of organization of the related party). The audit may be either consolidated with the City's audit or be a separate audit in accordance with requirements established by the Department in conformance with OMB Circular A-133, if applicable; and the Provider Agency Audit Guide. The audit shall identify related party transactions including a schedule showing actual allowable costs incurred in providing goods or services by the related party. The City agrees to provide the Department with a copy of the related party's audit upon request.

E. Completeness of Agreement

It is understood and agreed that the entire Agreement between the parties is contained herein and includes the attached Appendices, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XI. Validity of this Agreement

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by the Department. Please sign both originals and return one original (state) to the Agreement Administrator.



City's Authorized Representative

4/18/08

Date



Ron Danowski, Division Administrator
Division of Employment and Training
Department of Workforce Development

4/14/08

Date

Log # 3098

**GRANT AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT (DWD)/
DIVISION OF EMPLOYMENT AND TRAINING (DET)**

and
City of Milwaukee
for the

Milwaukee Summer Youth Program – State Fiscal Year 2008

Grantee Name: City of Milwaukee		CORe Agency ID: BT		
Reporting Category: 7418		Grant Period: 07/01/07-06/30/08		
Line Code Name	Line Code Number	Current Grant Level	Grant change amount	New Grant Level
GPR-Administration	0837	-0-	-0-	\$50,000
GPR-Program	0838	-0-	-0-	\$450,500
TOTAL		-0-	-0-	\$500,000

Log #: 3098

The Grantee agrees to operate the program per the State Single Audit requirements.

The Grantee agrees to report financial expenditures in accordance with requirements of the Department of Workforce Development financial system called Central Office Reporting System (CORe). The website address is: <http://dwd.wisconsin.gov/core/>

**Statement of Work
For the**

Milwaukee Summer Youth Program – State Fiscal Year 2008

Purpose

Using funds from the Wisconsin Department of Workforce Development, the City of Milwaukee will provide part-time summer community work experience to Milwaukee young persons ages 16 to 21 years-old at community- and faith-based organizations in 2007.

Project Goals

- 410 Youth workers will be employed in community work experience up to 120 hours (20 hours per week, up to 8 hours per day) between July 9 and August 17, 2007.
- Youth workers will be paid \$6.75/hour.
- Community- and faith-based organizations will participate as summer community work experience worksites. Each agency can request a maximum of 15 job slots. Agencies hosting eight or more jobs must be assigned a crew leader to assist in supervising the youth workers.
- Crew leaders must be at least 21 years old and are required to undergo a criminal background check.
- Crew leaders will be employed for up to 130 hours of work (20 hours per week, up to 8 hours per day) between July 9 and August 17, 2007.
- Crew leaders will be paid \$12/hour.
- The City of Milwaukee will provide the Department of Workforce Development with final narrative and detailed budget for the project.

PROJECT ACTIVITIES

Using funds from the State of Wisconsin, the City of Milwaukee will make it possible for non-profit and faith-based agencies to hire youth aged 16 to 20 for part-time summer jobs in summer, 2007.

- The City will provide general administrative oversight of this project, not to exceed 10% of the total project award.
- The City will cover costs incurred prior to June 30, 2008 to set up the Summer Youth Program operating in Summer of 2008.
- The City will cover the cost of hiring youth workers aged 16 to 20 for up to 120 hours of work this summer at wages of \$6.75/hour. The youth will be temporary employees of Manpower or Victory Personnel. The City also will also cover the cost of worker's compensation insurance and service fees for payroll processing for the youth workers.
- The City will cover the cost of wages, worker's compensation insurance, and service fees for payroll processing to hire one crew leader if an agency is authorized to

create jobs for 8-10 young people. The City will cover these costs for two crew leaders if the agency is authorized to create jobs for 11 to 15 youth workers. The crew leaders may work for up to 130 hours at wages of \$12/hour. The crew leaders must be at least 21 years old, and must undergo a criminal background check.

- The City will cover project costs for training, monitoring, and mileage expenses incurred by the University of Milwaukee Graduate School Cooperative.
- All youth workers and crew leaders must live in the City of Milwaukee. Youth workers must be between the ages of 16 and 20 as of July 9, 2007. Youth workers who are under age 18 on July 9, 2007 must obtain a work permit. Crew leaders must be at least 21 years old as of July 9, 2007.
- Youth workers may not operate equipment or cutting devices. They may not drive any motorized vehicle on the job, nor may they work on a ladder or scaffolding. They may not lift more than 30 pounds without assistance. Youth workers may not be assigned to tasks at private homes. They must be supervised when working with children. Youth workers may not be given tasks that require them to handle money. If a youth worker is handling records that contain confidential information, be sure to spell out the rules for ensuring the confidentiality of that information. If protective equipment is required for a task, the agency must provide it.
- Youth hired by churches may not undertake tasks directly related to the key religious activities of the church (worship services, Sunday school, vacation Bible school, evangelism, etc.).
- Youth workers will be required to show the following materials prior to being employed
 - 1) Two forms of identification, one of which is a photo ID (acceptable forms of ID are driver's license, school ID, Wisconsin ID card, passport)
 - 2) Original Social Security card or certified copy of birth certificate
 - 3) A work permit, if the worker was born after July 9, 1989
- Crew leaders will be required to bring the materials listed above, PLUS the completed Crew Leader Certification for Background Check, completed and signed by the agency contact. Agencies must use the State's CCAP tool to do a criminal background check conducted before completing the certification. The tool is available at <http://wcca.wicourts.gov/index.xsl>. Agencies that are authorized to hire crew leaders will be e-mailed a copy of the Crew Leader Certification for Background Check form and instructions for completion.

Detailed Budget

Budget Item	Amount
Wages for Youth and Crew Leaders	\$294,147.93
Worker's Comp insurance and payroll processing fees (Average 25%)	73,536.98
Mileage Reimbursement to UW-Milwaukee	178.49
Monitoring by UW-Milwaukee	5,000.00
Training by UW-Milwaukee	2,130.89
Other	18,880.77
Contract Services	12,000.00
Program services	44,124.94
Administration	50,000.00
Total	\$500,000.00

MODIFICATION 1
To the
GRANT AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF WORKFORCE DEVELOPMENT (DWD)/
DIVISION OF EMPLOYMENT AND TRAINING (DET)

and
City of Milwaukee
 for the
Milwaukee Summer Youth Program - State Fiscal Year 2009
Earn & Learn Community Work Experience Program

Grantee Name: City of Milwaukee		COPe Agency ID: BT		
CFDA: N/A				
Reporting Category: 7419		Grant Period: 07/01/08-06/30/09		
Line Code Name	Line Code Number	Current Grant Level	Grant change amount	New Grant Level
GPR- Admin	0937	-0-	-0-	\$50,000
GPR- Program	0938	-0-	-0-	\$450,000
TOTAL		-0-	-0-	\$500,000

Log #: 3140 revised

The Grantee agrees to operate the program per the State Single Audit requirements.

The Grantee agrees to report financial expenditures in accordance with requirements of the Department of Workforce Development financial system called Central Office Reporting System (COPe). The website address is: <http://dwd.wisconsin.gov/core/>

The Grantee agrees to comply with Child Labor Laws, safety regulations, and ensure employment activities are non-secular.

Statement of Work

It is understood and agreed to by both parties through this Statement of Work for the DWD-DET/Grantee for a Grant Agreement that the following project goals will take place for the following grant amount and timeframe:

A. Purpose

The purpose of the Earn & Learn Program is to provide ⁴700 public sector (subsidized-wage) and ~~1,000 private sector (unsubsidized wage)~~ summer work-experience jobs and work-readiness training to Milwaukee young adults between the ages of 14 and 21 years-old. This grant will fund 400 of the public sector positions.

B. Project Goals

- 1) Work collaboratively with the Milwaukee Area Workforce Investment Board (MAWIB) to develop a single Request for Proposals to recruit and select community- and faith-based organizations and government agencies to provide summer work experience positions.
- 2) Provide 400 state-funded subsidized-wage community work experience positions.
- 3) Recruit, screen and place eligible participants in community work experience positions.
- 4) Eligibility Requirements and Required Documentation – Participants must show proof to the Milwaukee Area Workforce Investment Board that they are:
 - Between the ages of 14 and 21;
 - Live in Milwaukee County;
 - Eligible to work in the United States; and
 - Complete an Earn & Learn application.
- 5) The Milwaukee Area Workforce Investment Board is responsible for obtaining worker's compensation insurance, processing payroll, and obtaining and retaining other related documentation for community work experience sector placements.
- 6) Dates of Employment: Generally, students will work from July 1, 2008 through August 31, 2008. Students will not work on July 4, 2008. Exceptions to the start and end dates, not to exceed 140 hours total, nor 20 hours per week, may be made to accommodate worksite needs.
- 7) Wages: Youth Workers -- \$6.50 per hour; Team Leaders -- \$7.25 per hour.
- 8) Work-hours Per Week and Total: 20 hours per week; 140 total hours for Youth Workers and Team Leaders.
- 9) Employer of Record: Milwaukee Area Workforce Investment Board (MAWIB).
- 10) Monitor the conditions of all participating worksites to ensure compliance with all applicable program rules, policies and guidelines.
- 11) Monitor and report on the activities and accomplishments of program participants.

C. Project Activities

- 1) Collaborate with the Milwaukee Area Workforce Investment Board (MAWIB), Milwaukee Public Schools (MPS), other workforce system partners, businesses and civic organizations to maximize workforce resources.
- 2) Issue a Request For Proposals soliciting the provision of part-time subsidized community work experience and work-readiness training opportunities, targeted to

- teens 14-17 years-old, from community- and faith-based organizations and government agencies.
- 3) Review RFP responses and award slots to qualified vendors.
 - 4) Provide training to participating organizations on program rules, regulations, policies, procedures and other relevant matters prior to placing participating students.
 - 5) Recruit student participants, determine eligibility and make assignments to participating worksites.
 - 6) Monitor and evaluate the performance of participating worksites and students.
 - 7) Provide on-going technical assistance and support to participating worksites and students.
 - 8) Build public support for the Earn & Learn program by conducting marketing and other outreach efforts throughout the community.
 - 9) Provide copies of all program-related documents and materials to contract monitors.

Project Reports Due to DWD

- 1) By October 15, 2008: A quarterly report, including a narrative and spreadsheet containing the same data fields as the Summer Youth Jobs Initiative from 2007 will be provided to DWD. This is an interim report to give DWD an outline of progress toward accomplishing grant objectives. The following data will be completed for each youth funded through this project: place of employment; last name, first name; bill rate; hours for each week of the project to date; and pay for each week of the project to date.
- 2) By January 15, 2009: A quarterly report, including a narrative and spreadsheet containing the same data fields as the Summer Youth Jobs Initiative from 2007 will be provided to DWD. This is an interim report to give DWD an outline of progress toward accomplishing grant objectives. The following data will be completed for each youth funded through this project: place of employment; last name, first name; bill rate; hours for each week of the project to date; and pay for each week of the project to date.
- 3) By April 15, 2009: A quarterly report, including a narrative and spreadsheet containing the same data fields as the Summer Youth Jobs Initiative from 2007 will be provided to DWD. This is an interim report to give DWD an outline of progress toward accomplishing grant objectives. The following data will be completed for each youth funded through this project: place of employment; last name, first name; bill rate; hours for each week of the project to date; and pay for each week of the project to date.
- 4) By July 15, 2009: A final narrative report, containing program highlights, program monitoring and evaluation information, and other information similar to what was submitted for the Summer Youth Job Initiative from 2007; and spreadsheet containing the same data fields as the Summer Youth Jobs Initiative from 2007 will

be provided to DWD. The following data will be provided for each youth funded through this project; last name, first name; bill rate; hours for each week of the project; pay for each week of the project; total hours; total pay, and balance of unused hours

Detailed Budget

Budget Item	Amount
Wages for Youth and Team Leaders	\$375,000.00
Contract Services for MAWIB	60,000.00
Program Services	15,000.00
Administration	50,000.00
Total	\$500,000.00

Approved for the Grantee by:

Matthew Brown

Grantee Authorized Representative

Matthew L Brown

Print Name

Deputy Commissioner

Title

7/18/08

Date

Approved for the DWD by:

Ron Danowski

Ron Danowski, Division Administrator
Division of Employment and Training
Department of Workforce Development

7-16-08

Date

City of Milwaukee

Office of the City Clerk

200 E. Wells Street

Milwaukee, Wisconsin 53202

Certified Copy of Resolution

FILE NO: 071087

Title:

Substitute resolution relating to acceptance and funding of a State budget allocation for youth employment activities.

Body:

Whereas, The Department of City Development has operated youth employment programs that provide summer jobs for teenagers since 2005; and

Whereas, The operation of youth employment programs is consistent with the City of Milwaukee's economic development agenda; and

Whereas, The number of youth served by such programs depends on the level of resources available to the City of Milwaukee; and

Whereas, The State of Wisconsin biennial budget for 2007 and 2008 provides \$500,000 for summer youth employment activities in the City of Milwaukee in 2007, and \$500,000 for summer youth employment activities to be released July 1, 2008; and

Whereas, The acceptance of these funds will allow the City of Milwaukee to expand job opportunities for young people; and

Whereas, In anticipation of this State budget allocation, the City of Milwaukee operated a youth employment program that placed approximately 470 teens in jobs created by non-profit and faith-based agencies in the summer of 2007; and

Whereas, The Milwaukee Economic Development Corporation (MEDC) agreed to advance funding for the 2007 program on the condition that the funds expended by MEDC would be reimbursed following the adoption of the State budget; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the acceptance of said State budget allocation, to be administered by the Department of City Development, is authorized; and, be it

Further Resolved, That the City Comptroller is authorized to:

1. Commit funds within the Project/Grant Parent of the 2008 Special Revenue-Grant and Aid Projects Fund, the following amounts for the program titled Summer Youth Employment Program:

Project/Grant: GR0000800000
Fund: 0150
Org: 9990
Program: 0001
By: 0000
Subclass: R999
Account: 000600
Project: Grantor Share
Amount: \$1,000,000

Further Resolved, That funds accepted by the City of Milwaukee shall be used to reimburse the Milwaukee Economic Development Corporation for the expenses it incurred in connection with the operation of the 2007 youth employment program; and, be it

Further Resolved, That the proper City officials and/or the Commissioner of the Department of City Development are directed to accept this State budget allocation without further Common Council approval; and, be it

Further Resolved, That these funds are budgeted for the Department of City Development, which is directed to expend from the amount budgeted for purposes consistent with summer youth employment activities, and in accordance with any requirements established by the State of Wisconsin; and, be it

Further Resolved, That the Commissioner of the Department of City Development, on behalf of the City, is directed to enter into subcontracts as required to carry out the purpose of this allocation, in accordance with City purchasing procedures and Grant and Aid Guidelines for awarding such contracts.



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 11, 2007.

Handwritten signature of Ronald D. Leonhardt in cursive.

Ronald D. Leonhardt

July 03, 2008

Date Certified

City of Milwaukee

Office of the City Clerk

200 E. Wells Street

Milwaukee, Wisconsin 53202

Certified Copy of Resolution

FILE NO: 071142

Title:

Resolution approving a cooperation agreement between the City of Milwaukee and the Milwaukee Area Workforce Investment Board, Inc. regarding coordination of efforts and activities in the areas of job training and employment, workforce development and human resource development.

Body:

Whereas, The Mayor of the City of Milwaukee and MAWIB entered into an Amended and Restated Memorandum of Agreement dated as of 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 undertakes ongoing efforts to provide job training and youth employment and to promote economic development and utilization of human resources; and

Whereas, MAWIB has unique expertise in the areas of job training and workforce development; and

Whereas, The City and MAWIB desire to furnish to each other professional, technical and administrative personnel, material and equipment, to the extent budgeted, to coordinate job training and employment, workforce development, human resource and related efforts within the City of Milwaukee; and

Whereas, The City and MAWIB desire to cooperate to identify and secure sources of grant funding to promote the objectives of the Cooperation Agreement; and

Whereas, The City and MAWIB desire to meet and confer on a regular basis to further the purposes and objectives of the Cooperation Agreement; now therefore, be it

Resolved, By the Common Council of the City of Milwaukee that the Cooperation Agreement in substantially the same form as is attached to this file is approved, and the proper City officers are hereby authorized and directed to execute the Agreement on behalf of the City of Milwaukee.



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 January 15, 2008.

Ronald D. Leonhardt

Ronald D. Leonhardt, City Clerk

February 13, 2008

Date Certified