



TRANSFORM MILWAUKEE JOBS (TMJ) COLLABORATIVE HOST WORKSITE AGREEMENT

(UMOS; Northcott Neighborhood House; Milwaukee Urban League; Silver Spring Neighborhood Center)

1. This agreement is entered into between (enter legal name) _____
located at _____,
hereinafter known as the HOST, and UMOs, Inc. located at 2701 S. Chase Avenue, Milwaukee, Wisconsin 53207-1450,
hereinafter known as UMOs.
2. Agreement effective date: _____ to _____.
3. The purpose of this agreement is to establish rights and responsibilities of both parties.
4. HOST agrees to place at least 1 Subsidized Worker (SW) in a Subsidized Job (SJ) at one of its worksites.
5. HOST agrees that the SW will be properly supervised and treated as a regular employee of the HOST. The HOST agrees to train the SW in the skills and trades necessary in order for the SW to perform an adequate job and to conduct regular performance evaluations. Any training will occur during the course of the normal work week and will not be separately compensated to the HOST.
6. UMOs will be the EMPLOYER OF RECORD and will be responsible for: (a.) all I-9 forms, (b.) all wages and payment, (c.) all payroll taxes, (d.) unemployment compensation taxes where applicable, (e.) workman's compensation insurance where applicable and (f.) all applicable reporting to the Internal Revenue Service.
7. HOST agrees to comply with the Transform Milwaukee Jobs Host Worksite Handbook and to adhere to UMOs' Employee Complaints procedure as described there-in.
8. HOST agrees that UMOs will not pay any over-time for the SW. HOST further agrees that unless previously authorized by UMOs, the HOST will be responsible for any over-time and associated costs incurred as a result of the SW working over-time. Should the HOST wish to supplement wages to the SW above minimum wage, a written agreement must be in place prior to processing additional wages.
9. HOST agrees that the SW will work at least 20 hours, but not more than 40 hours, weekly. HOST agrees that the employment length of any SW will not exceed 1,040 hours, inclusive of all time spent on training and orientation (on and off-site).
10. HOST agrees to submit hours worked by the SW in the UMOs-prescribed manner and on a timely basis, ensuring accuracy and verifying hours worked. The HOST is encouraged to provide the SW with access to the Internet in order for the SW to report hours worked. Verification of hours worked will be transmitted by the HOST through e-mail (or other means as agreed to) to the designated UMOs representative. UMOs will provide the HOST with a schedule of payroll and due dates.
11. HOST agrees that unless previously authorized by UMOs, the SW will not drive any vehicle for the HOST, nor will UMOs reimburse the HOST or the SW for any travel expenses.
12. The HOST agrees to maintain and preserve the confidentiality of SWs as it would any of its employees.
13. HOST agrees to provide the SW with job experience, skills acquisition and meaningful work that is relevant to the HOST business/job functions, or in the associated business sector.

14. UMOS agrees to provide the HOST with SW personnel information when requested in writing and when both parties agree to the appropriateness of the request. HOST will maintain contact with the UMOS representative or designee, and provide feedback on the SW's performance, evaluations, name and contact information of immediate supervisor and other related information.
15. Unless previously agreed to by UMOS, The HOST will provide, at its own expense, the SW with any tools, equipment, safety gear and/or uniforms required to perform the work at the worksite.
16. The HOST affirms that if the worksite is subject to a collective bargaining agreement, the employment of a SW in no way impairs the terms of the contract. The HOST affirms that the SWs are not being employed as replacement workers during a labor dispute or being used to replace any lay-off workers and that no employee has been displaced, terminated or had hours reduced with the sole purpose of employing SWs.
17. HOST agrees that all applicable Federal and State labor laws will govern this agreement. HOST further agrees that it is not knowingly in violation of any law. **HOST agrees to report any SW injuries or accidents to the designated UMOS representative within 24 hours of the occurrence and according to UMOS procedures outlined in the Transform Milwaukee Jobs Host Worksite Handbook.**
18. HOST will consider SWs for unsubsidized employment at the end of the employment time frame for each SW. However, providing unsubsidized employment for SWs is not a requirement of this agreement.
19. This agreement may be modified or amended at any time during its term by mutual consent of the parties expressed in writing and signed by the parties. Either party upon thirty (30) days written notice to the other party may terminate this agreement. This agreement, including the rights, benefits and duties hereunder, shall not be assignable without the prior written consent of the other party. Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.
20. When signing this agreement, the Host Worksite certifies that no relationship exists that interferes with fair competition or constitutes a conflict of interest, and no relationship exists between the Host Worksite and another person or organization that constitutes a conflict of interest with respect to this contract. Failure to disclose this will make this agreement null and void.
21. HOST hereby covenants and agrees to indemnify, defend, save and hold harmless UMOS, its agents and employees from all liabilities, claims, suits or losses or damages however occurring arising out of this agreement from any and all parties or individuals whatsoever.

HOST Name	FEIN Number
Address (include street, city, state, zip)	
Contact Person/Title	Phone Number
Email Address	Fax Number
HOST Authorized Signature	Date

Collaborative Name/Title (I have personally visited & inspected Host work site)	Phone Number
Email Address	Fax Number

Program Manager Signature	Date
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CITY OF MILWAUKEE TRANSITIONAL JOBS PROGRAM – COLLABORATIVE HOST WORK SITE AGREEMENT ADDENDUM

This Collaborative Host Work Site Agreement Addendum is made and entered into as of the ____ day of _____, 2017 by and between the City of Milwaukee, hereinafter known as the HOST, acting by and through its Department of Public Works, (DPW), Department of Neighborhood Services, (DNS), Department of Administration, (DOA) and Port, hereinafter each known individually as a Relevant Department, and United Migrant Opportunity Services, hereinafter known as UMOS.

Whereas, this Agreement and Addendum are entered pursuant to Common Council File #161755, a resolution expressing support of and approving various agreement pertaining to the Compete Milwaukee 2017 program; and

Whereas, the Common Council of the City of Milwaukee has approved a Transitional Jobs Program and the use of approximately 50 UMOS program participants to perform work for a period not to exceed 1,040 hours, with UMOS as the employer of record and the City as the host worksite; and

Whereas, the Collaborative Host Worksite Agreement as attached in its original form, and this attached addendum indicating changes agreed to by the parties, document the provisions and requirements of this initiative designed to offer transitional employment services in the form of experience, job skills, and career counseling to individuals having difficulty entering and succeeding in the workplace.

Now therefore, the parties hereby agree as follows:

The following provisions replace provisions in the original Host Worksite Agreement (Exhibit A) and have been agreed to by the HOST and UMOS.

- #4. The HOST agrees to place approximately 50 Subsidized Workers (SWs) in Subsidized Jobs at various worksites, specifically: 40 SWs at DPW performing water facility maintenance, sewer main repair, street light maintenance, street pavement repair, parking line painting, landscape maintenance, refuse and recycling services, administrative work, and other related activities; 8 SWs at DNS engaged in approximately six months of training by DNS residential code enforcement staff, (including classroom and on the job training), and 1 SW at the Port performing railroad yard and track maintenance and repairs, maintenance of buildings and structures, groundskeeping, dockwall maintenance, and related activities; and 1 SW at DOA providing administrative assistance and various services to the Milwaukee Fatherhood Initiative.
- #5. The HOST agrees that the SWs will be properly supervised under the terms of this Agreement. The HOST agrees to train the SWs in the skills and trades necessary in order for the SWs to perform an adequate job and to conduct performance evaluations as required under the terms of this Agreement. Any training will occur during the course of the normal work week and HOST will not be separately compensated for training.

- #6. UMOS will be the EMPLOYER OF RECORD for the SWs, and will be responsible for: (a.) all I-9 forms, (b.) all wages and payment, (c.) all payroll taxes, (d.) unemployment compensation taxes where applicable, (e.) workman's compensation insurance and (f.) all applicable reporting to the Internal Revenue Service.
- #7. The HOST agrees to comply with the applicable provisions of the Transform Milwaukee Jobs Host Worksite Handbook and to adhere to UMOS' Employee Complaints procedure as described there-in. HOST will work with UMOS to address and resolve violations. The HOST will provide SWs copies of HOST's internal work rules and procedures and SWs must follow HOST's rules and procedures. In the event of a conflict between UMOS' Handbook and the HOST's rules and procedures, the HOST's rules and procedures shall prevail.
- #8. HOST agrees that it will not schedule participants to work more than 40 hours in one week. HOST further agrees that unless previously authorized by UMOS, the HOST will be responsible for any overtime and associated costs incurred as a result of the SWs working overtime. Subject to further agreement between HOST and UMOS concerning the operational details, UMOS understands and agrees that the HOST will supplement wages as required under Wisconsin Statute 66.0903 and Milwaukee Code of Ordinances 310-13, or any other applicable law. Unless subject to Wis. Stat. 66.0903, SW's shall be paid a rate of \$10.82, or the currently existing Service Contract Wage Requirements contained in MCO 310-13, whichever is higher.
- #9. HOST agrees that each SW will work at least 20 hours, but not more than 40 hours, weekly. HOST agrees that the employment length of each SW will not exceed 1,040 hours inclusive of all time spent on training and orientation (on and off-site). The provisions of this paragraph shall not require the HOST to provide 20 hours of work per week in the event of medical restrictions, absenteeism/tardiness, or SW requests for time off.
- #10. HOST agrees to submit log time sheets for hours worked by the SWs and will e-mail or fax the time sheets to the designated UMOS representative biweekly by 10:00 a.m. on Fridays, ensuring accuracy and verifying hours worked. UMOS will provide the HOST with a schedule of payroll and due dates.
- #11. HOST agrees that SWs will not drive any vehicle for the HOST, nor will UMOS reimburse the HOST or the SWs for any travel expenses.
- #14. UMOS agrees to provide the HOST with SW personnel information when requested in writing either when legally required or when both parties agree to the appropriateness of the request. HOST will maintain contact with the UMOS representative or designee, and provide feedback on the SW's performance, evaluations, name and contact information of immediate supervisor and other related information. This feedback may be provided by HOST using the Subsidized Worker Evaluation form.
- #16. The HOST affirms that the employment of SWs in no way impairs the recall of seasonally laid off employees and that any current vacant and authorized positions involved in the described activities will be filled. The HOST affirms that the SWs are not being employed as replacement workers during a labor dispute or being used to replace any laid-off workers and that no employee has been displaced, terminated or had hours reduced with the sole purpose of employing SWs.

- #18. HOST will encourage SWs to apply for unsubsidized employment at the end of the employment time in accordance with civil services rules and procedures. The parties agree that providing unsubsidized employment for SWs is not a requirement of this agreement.
- #20. No officer, employee or agent of the HOST who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.

No member of the governing body of HOST and no other public official of HOST who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

UMOS covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. UMOS 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. UMOS further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of UMOS or its employees must be disclosed to the HOST. 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.

- #21 Each party hereby covenants and agrees to indemnify, defend, save and hold harmless the other, its agents and employees from all liabilities, claims, suits or losses or damages however occurring arising by reason or acts or omissions of its own officers, agents, or employees in connection with or in any matter related to this agreement from any and all parties or individuals whatsoever.

New Provisions - The following new provisions have been reviewed and agreed to by the HOST and UMOS.

- #22. UMOS agrees to execute a recruitment plan and to screen applicants in accordance with the requirements of the Transform Milwaukee Jobs Program and the job requirements as documented in the job descriptions. UMOS agrees to refer participants to the City of Milwaukee for consideration for approximately 50 SW placements.
- #23. UMOS agrees to share information and tools and/or instruments used to screen applicants with the HOST. UMOS will share other information, with HOST, redacted per HOST's request. UMOS agrees to refer applicants for placement or final interviews by the HOST based on preliminary screening and to only refer applicants who meet the specified required Knowledge, Skills, and Abilities. After referral of applicants, HOST may proceed directly to placement without the need for final interviews in its discretion.
- #24. UMOS agrees that the referral of applicants may not result in placement of all candidates and that the HOST reserves the right to determine which candidates will in fact be placed. Placement is also contingent upon final interviews, if conducted, and

successful completion of a pre-employment drug screening administered after an accepted offer of employment. Any SW placement at the Port must also satisfy any Transportation Safety Administration security requirements. Further, HOST reserves the right to remove any candidate after placement that violates any HOST work rule, or that, in its discretion, it deems unsatisfactory. The HOST reserves the right to discipline SWs pursuant to the HOST's Work Rules and Policies.

- #25. UMOS agrees to work with the HOST to implement pre-employment drug screenings as a condition of placement and that the SWs may be subject to random and reasonable suspicion drug and alcohol testing during the course of their placement. The HOST agrees to pay the costs associated with pre-employment and post-employment screenings. Further, the HOST will conduct background checks and will place participants after undertaking a case-by-case analysis of the circumstances of conviction and probability of reoccurrence and any restrictions or limitations imposed by a Court that are related to the SW's job.
- #26. In the event of a minor accident, injury, or illness, the SW has the discretion to seek medical attention. The HOST has full authority to determine if restricted or light duty work is available if the SW is subject to medical restrictions, whether or not the accident, injury, or illness occurred on the job. Any reports relating to a worksite injury shall be reported pursuant to HOST's normal procedure.
- #27. All SWs shall be required to read and sign an acknowledgement of receipt of HOST's Work Rules and Policies.
- #28. Worksite Supervisors need not attend an orientation session provided by UMOS staff or their representatives; rather, orientation information shall be relayed by HOST to Worksite Supervisors, including information relating to the processing of payroll, the handling of workplace injuries and accidents, and the method to notify UMOS of SW performance issues.
- #29. Any SW Employee Complaint or Grievance must be limited to the content and subject matter set forth in the Personnel Policies Manual. Any SW Complaint or Grievance, including those alleging harassment, shall be promptly reported to HOST, and HOST shall have the authority to conduct its own investigation into the circumstances relating to the Complaint or Grievance. In that event, UMOS and HOST will proceed with their respective investigations and will share information and coordinate resolution of the investigation. HOST has the right, but not the obligation, to implement any recommendation or action steps relating to resolution of the investigation as it deems appropriate and in its best interests.
- #30. Any UMOS investigation relating to HOST Worksite safety conditions shall be promptly reported to HOST, and HOST shall have the authority to conduct its own investigation into the circumstances relating to the investigation. In that event, UMOS and HOST will proceed with their respective investigations and will share information and coordinate resolution of the investigation. HOST has the right, but not the obligation, to implement any recommendation or action steps relating to resolution of the investigation as it deems appropriate and in its best interests.
- #31. FMLA provisions shall not apply to SWs unless qualifying hours are achieved.

- #32. HOST shall make any religious accommodations pursuant to its normal procedures.
- #33. Prohibited Activities, as that term is used in the HOST Worksite Handbook, include any other activities prohibited according to HOST's Work Rules and Policies.
- #34. Both parties understand that the HOST is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* UMOS acknowledges that it is obligated to assist the HOST in retaining and producing records that are subject to Wisconsin Public Records Law, when the production of such records is not in violation of UMOS' Department of Children and Families (DCF) Contract #CFD00356 or TANF regulations, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.
- #35. In order to protect against potential liability arising out of the activities performed under this Agreement, UMOS shall maintain general liability (GL) insurance naming the HOST as an additional insured, with minimal limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. A Certificate of Insurance shall be provided to the HOST as an additional insured providing for a thirty (30) day notice to the HOST prior to change, termination or cancellation. UMOS shall also maintain Worker's Compensation Insurance as required under Wisconsin Law, covering SWs and other employees. UMOS shall submit a copy of a certificate/s of insurance evidencing such coverages. The HOST is self-insured.
- #36. At any time during normal business hours, as often as the HOST, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may request and upon reasonable notice, there shall be made available to the HOST, the HOST's Comptroller, or such agency for examination all of UMOS' records with respect to the matters covered by this Agreement and UMOS shall permit the HOST and/or its representatives and agents to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- #37. This Agreement shall be governed by the internal laws of the State of Wisconsin. Any litigation relating to the formation, interpretation, or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and UMOS consents to the jurisdiction of such courts.
- #38. UMOS and HOST shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. 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.

No person in the United States shall, on the ground of race, color, or national origin 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 Agreement. HOST and UMOS 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.

UMOS and HOST agree they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

UMOS and HOST will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement 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.

- #39. In the event of any conflict between this Addendum and the original Worksite Agreement, the Addendum controls. In the event of any conflict between the provisions of this Addendum and the Transform Milwaukee Jobs Host Worksite Handbook, this Addendum controls.
- #40. The Commissioner of Public Works and the Employee Relations Director are hereby designated as the HOST's authorized representatives to enter, modify or amend the agreement during its term per section #19 of the attached Collaborative Host Worksite Agreement.

The Parties hereto have caused this Addendum to be executed by their duly authorized representatives.

HOST Name	FEIN Number
Address (include street, city, state, zip)	
Contact Person/Title	Phone Number
Email Address	Fax Number
HOST Authorized Signature	Date

Countersigned: Comptroller

Date

Approved at to Content, Form, and Execution: Assistant City Attorney

Date

Collaborative Name/Title (I have personally visited & inspected Host work site)	Phone Number
Email Address	Fax Number
UMOS Authorized Signature	Date



TRANSFORM MILWAUKEE JOBS SUPPLEMENTAL WAGE AGREEMENT

1. This agreement is entered into between _____, located at _____, hereinafter known as the HOST, and UMOs, Inc. located at 2701 S Chase Avenue, Milwaukee, Wisconsin 53207-1450, hereinafter known as UMOs.
2. Agreement effective date: _____ to _____.
3. The purpose of this agreement is to establish rights and responsibilities of both parties.
4. As the employer of record, UMOs will be responsible for: (a) all I-9 forms, (b) all wages at legally minimum rate and payment, (c) all payroll taxes, (d) unemployment compensation taxes, where applicable, (e) workman's compensation insurance and (f) all reporting to the appropriate Federal & State revenue agencies.
5. HOST hereby agrees to pay UMOs the wage differential between the program allowable wage of \$7.25 and the new wage proposed by the HOST, for any and all Subsidized Workers (SW's) at one or more of its worksites.
6. **Salary.** The HOST shall pay UMOs the salary differential for 1,040 hours plus FICA (7.65%), Workers' Comp. (10.50%) & Administrative Costs (10.00%) for the services of any SW's at HOST's worksite(s).
 - HOST will be billed in advance for 6 month's projected wage differentials on all subsidized workers. Host agrees to pay UMOs the projected amount prior to UMOs adjusting the SW's hourly wage.
 - All payments shall be made by check and issued to **UMOS - Accounts Receivable, 2701 S Chase Avenue, Milwaukee, WI 53207**
7. HOST agrees to be responsible for **ALL** overtime wages, whether supplemental or subsidized wages are involved.
8. This agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing and signed by the parties. Either party upon ten (10) business day's written notice to the other party may terminate this agreement. This agreement, including all rights, benefits and duties hereunder, shall not be assignable without the prior written consent of the other party. Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.

HOST Name <i>(Please print legibly with INK)</i>	FEIN Number
Address <i>(include street, city, state, zip)</i>	
Contact Person & Title	Phone Number
Email Address	Fax Number
HOST Signature	Date
UMOS Signature	Date

Contract Between

WRTP, Inc. and City of Milwaukee.

Contract Period: January 1, 2017 through March 1, 2018

THIS Contract is made and entered into as of this ____ day of April 2017, by and between the City of Milwaukee, a municipal corporation acting by and through its Department of Public Works, and the Wisconsin Regional Training Partnership, Inc., a Wisconsin non-stock corporation (hereafter WRTP).

WHEREAS, The City of Milwaukee wishes to contract with WRTP to provide workforce development services to individuals participating in the City of Milwaukee – Compete Milwaukee Transitional Jobs program (“TJ Program”) and related partner organizations:

NOW, THEREFORE, for valid consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, WRTP and the City of Milwaukee agree as follows:

1. **Scope of Contract.** WRTP agrees to provide workforce development services to individuals referred to it by the City of Milwaukee or other organizations designated by the City of Milwaukee. The purpose of the contract is to provide industry based career assessment, industry linked preparation and skills training, and provide placement assistance in entering apprenticeship or other direct employment opportunities. WRTP will also assist individuals eliminate other barriers to employment as needed in partnership with the Community Workforce Partnership network. WRTP will further leverage current public and private funding to support the programs preparation and training need.

Deliverables:

Participants Description

50 Case Management Services: In partnership with UMOS and Employ Milwaukee, WRTP will manage an industry linked and coordinated case management strategy to identify individual needs and progress during the course of the TJ program. WRTP will provide all services in a culturally and linguistically competent manner. WRTP will utilize a wraparound case management model directly related to employability. This is an intensive, participant care management process for individuals with serious job placement barriers. WRTP shall ensure, in collaboration with Employ Milwaukee, that within one month of their TJ Program start, all interested and eligible TJ Program participants are provided direct pathways to enrollment in applicable Workforce Innovation Opportunity Act (WIOA and Food Share Employment and Training (FSET) employment and training programs. Other programs WRTP shall assist TJ

Program participants in accessing shall include, but not be limited to: Child Support, Children First, Child Welfare, and Temporary Assistance for Needy Families (TANF). These Case Management – Phase 1 services -will continue to be provided until TJ participants exit the TJ Program, or are no longer eligible for any services^[1].

WRTP shall assist, in collaboration with Employ Milwaukee, all TJ participants by facilitating direct access to needed community services provided by partner agencies and completing case management documented referrals for supportive services as needed. Case Management – Phase 2 supportive services referrals shall include, but will not be limited to: transportation, driver's license recovery, driver's license acquisition, child care services, GED/HSED training and completion, other educational resources, financial literacy, Residential Preference Program (RPP), AODA, mental health services and other services as determined by TJ participants. Agencies are strongly encouraged to link and share information with other community based service agencies, organizations and training providers in order to meet TJ Program participants' needs.

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Participant Skills Assessment: WRTP will arrange industry linked workforce development assessments utilizing WRTP's Skills Inventory Assessment , Intake Application and Compete Milwaukee Program Pre-Screening Evaluation Sheet and other workforce development tools, as well as conduct base TABE testing, other testing as needed. WRTP shall ensure its staff members maintain the skills necessary to interpret screening and informal assessment results. WRTP shall use the results of the informal assessments to inform their decisions and activity assignment and to determine the need and process for providing reasonable accommodations. WRTP shall use the screening and assessment results to develop an Individualized Employability Plan (IEP) for all TJ participants and enter those into ETO within one month of TJ participant start. The IEP shall include the goals for the TJ participant. Goals will include but not be limited to educational attainment, credential achievement, barrier remediation, specific occupational skills attainment and job placement/retention. These goals shall correspond with the skills and interest of the TJ participant. The IEP will address the barriers that have prevented the TJ participant from finishing school or obtaining employment. The IEP shall include the record of the test result of the TJ participant's educational level at project start. The IEP must include assessment of the participant's employment aptitudes, interest and acquired job skills. The IEP shall include all the activities assigned to the TJ participant which are designed to meet their goals. The Agencies shall document interactions with and about TJ participants in ETO. By the end of the career planning process, the IEP shall include both long-term and short-term verifiable and measurable career goals with action steps/objectives and the appropriate combination of services and training needed to achieve each goal. WRTP shall collaborate with Employ

Milwaukee staff, to utilize industry linked assessments and other workforce development tools, to comprehensively support TJ participants career goals, IEP's, career assessments, barrier remediation, as well as referrals to job training, certifications, testing and direct placement services. WRTP, with Employ Milwaukee, shall utilize a customized Efforts to Outcomes (ETO) data performance management system to track and support TJ participants individualized career assessments and employment plans, credentials earned and services provided, to ensure comprehensive delivery of workforce development services designed to support TJ participants gaining unsubsidized employment.

50 **Specialized Training & Testing Leading to Placement:** WRTP shall ensure that specialized industry training is provided to TJ participants. Specialized trainings include shall include, but will not be limited to: OSHA 10, Adult First Aid/CPR/AED, Manufacturing Essential Skills, Entry-Level Construction Essential Skills, Women in the Trades and other industry designed trainings. WRTP shall collaborate with Employ Milwaukee staff to use Industry Advisory Boards regional growth industries information and job scan data to assist employment referrals and industry-specific skill trainings and certifications for TJ Program participants. WRTP will also provide other specialized training and certifications as determined appropriate through individual case management and with advanced authorization from City staff. WRTP shall notify and administer testing to TJ participants meeting basic eligibility requirements for all WRTP direct referral employment opportunities.

50 **Career Planning & Job Search Assistance:** In collaboration with Employ Milwaukee's program services and business services divisions, WRTP shall directly notify and engage TJ participants in direct placement referrals to employment and training opportunities. WRTP shall conduct resume and interview workshops within the first three months of TJ participant start. All participating TJ participants shall have an updated resume in a format consistent with industry recognized standards. Updated resumes shall include, but are not limited to: past work history, educational attainment, skills and certifications, TJ placement worksite duties, start dates and employer of record. WRTP shall have a follow-up and post-project support component for TJ Program participant employment, skills-based education, training coordination and linkage that lead to apprenticeships for qualified TJ Program participants. WRTP shall offer up to 12 months of outreach and follow up for job search assistance and/or retention services to TJ participants with no record of gaining unsubsidized employment.

2. **Budget and Grant Period.** A total amount not to exceed \$100,000 (CDBG confirmation of available funds required) in funds is available for WRTP eligible expenditures incurred in representing client referred within the performance period

extending from January 1, 2017 to March 1, 2018 per the billing procedures outlined below.

3. **Record-Keeping.** WRTP will maintain records for each TJ participant, including the following services provide: Case Management – Phase 1 and Phase 2, Participant Skills Assessments and Individualized Employment Plan (IEP) tracking, Specialized Training/Certificate, and attendance records. Participants will be asked to sign a waiver allowing Agencies to report to the referring agency the specific outcome of an individual's case, without sensitive information such as test scores. WRTP will provide aggregate data to the City of Milwaukee indicating the number of people served, the services provided, the type of service, and the outcomes accomplished.

4. **Audit and/or Financial Statement requirements.** WRTP and WRTP will have an audit that complies with the Single Audit Act of 1984 (including the Single Audit Act Amendments of 1996) and OMB Circular A-133. In addition, a separate footnote or schedule shall be included listing all awards which funding originated from State Government sources and the total cash expended under each of those awards for the year under audit.

One copy of the audit along with the management letter shall be submitted to City of Milwaukee at the address below. Responses and corrective action to be taken by management must be included for any findings or comments issued by the auditor. If a management letter was not issued, a letter from the agency informing of such should be included.

Reporting. WRTP shall submit all required reports on a monthly basis. It is the City's policy to pay all invoices within 30 days. Monthly invoicing must be supported by a report which includes (1) activity charts listing, by individual participant, calendar day and hours of work, training or services received, including documentation itemizing the type of work, training or services received, and (2) verified sign-in sheets or time sheets listing individual participant, calendar day and hours of work, training or services received as proof of attendance. (3) Verification of Employment forms for proof of WRTP's direct referrals to unsubsidized employment. (4) Copies of: a) Case Management – Phase 1 and Phase 2 referrals, b) Participant Skills Assessments tools, c) Specialized Training/Certificate gained, testing administered d) Referrals to employment and training, updated resumes and any follow-up services/referrals performed. Monthly invoice and report submissions are due on the tenth day of the following month. Payment on a monthly invoice submitted may be delayed until all supporting documents are provided.

5. **Payment.** In accord with this Contract, City of Milwaukee will provide timely, monthly/quarterly financial reimbursement to WRTP upon receipt of timely, accurate, payment invoices. The City of Milwaukee agrees to pay WRTP on a per unit basis related to the performance of individual services. The per unit basis schedule:

Service/Unit Cost	# Units	Total
Participant Skills Assessment/\$250	50	\$12,500
Case Management Services - Phase 1/\$250	50	\$12,500
Case Management Services - Phase 2/\$250	50	\$12,500
Specialized Training/Certificate & Testing Leading to Placement/\$1,000	50	\$50,000
Career Planning & Job Search Assistance/\$250	50	\$12,500
Total		\$100,000

7. **Failure to Perform.** The City of Milwaukee reserves the right to suspend the payment of funds to WRTP, in whole or in part, if any required report or other required performance under this Contract is not timely undertaken or completed, or in the event WRTP fails to comply with the terms of this Contract.

8. **Schedule of the Work.** Time is of the essence as to any of the duties required under this Contract.

9. **Default.** Failure by WRTP to perform the work in an adequate manner, or WRTP's breach of this Contract in any manner, shall constitute a default hereunder. In the event of such default, the City of Milwaukee reserves the right to cancel this Contract, in whole or in part.

10. **Insurance.** Prior to the start of services, WRTP will procure and maintain during the duration of the services:

- a) Comprehensive General Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- b) Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage.
- c) Workers Compensation: statutory limits.
- d) Employee Dishonesty Policy: to be in an amount that equals or exceeds the value of services to be provided by Contractor.

WRTP shall furnish the City of Milwaukee with Certificates of Insurance showing the existence of all required coverages for itself and any subcontractors prior to commencing its services hereunder. WRTP agrees all insurance coverages shall not be canceled, permitted to expire, or be materially changed without thirty (30) days written notice in advance to the City of Milwaukee.

11. **Indemnification.** The parties agree to indemnify, defend and hold each other harmless from and against any and all claims, demands, damages, costs, losses,

liabilities and expenses (including legal and professional expenses) which they may incur as a result of the negligent or tortious acts or omissions of the other. WRTP further agrees to comply with any and all laws, ordinances, and regulations applicable to its performance under this Contract.

12. **Independent Contractor.** Notwithstanding any other term or condition to the contrary contained herein, WRTP shall be completely responsible for the means, methods, and techniques employed in carrying out WRTP's duties hereunder, and WRTP shall be and remain an independent contractor as to the City of Milwaukee. All costs to perform under this Contract shall be borne by WRTP.

13. **Audit Rights and Privacy.** During or after the term of this Contract, WRTP, if requested by the City of Milwaukee, shall provide the City of Milwaukee with copies of all fiscal work product and materials used in WRTP's performance hereunder within five (5) business days of the City of Milwaukee's request. Notwithstanding the foregoing, WRTP need not provide such copies if doing so would violate any local, state or federal law concerning client privacy or confidentiality.

14. **Termination of Contract.** The City of Milwaukee may terminate this Contract for cause at any time without notice. Cause shall be defined as a default under this Contract by WRTP. Otherwise, WRTP or the City of Milwaukee may terminate this Contract at any time at its discretion by delivering written notice to the other party by certified mail, return receipt requested, not less than fifteen (15) days prior to the effective date of termination.

15. **Term.** This Contract may be continued beyond its initial term by mutual agreement of the parties.

16. **Counterparts.** This Contract may be signed in several counterparts, each of which shall be an original, but all put together shall constitute the same instrument. Delivery of a signed counterpart by facsimile transmission shall be effective as delivery of a manually signed counterpart of this Contract.

17. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if made in writing and deposited in the United States mail, postage prepaid, registered or certified mail, and addressed to:

- a. If to WRTP at:
Mark Kessenich, President & CEO
WRTP / BIG STEP
3841 W. Wisconsin Ave
Milwaukee, Wisconsin 53208

b. If to City of Milwaukee at:

Ghassan Korban, Commissioner
City of Milwaukee, Department of Public Works
200 E Wells Street
Milwaukee, Wisconsin 53202

Or such other address as may from time to time be specified in writing given by the parties.

18. **Governing WRTP, Venue, and Jurisdiction.** This Contract shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. All parties hereto consent to the exclusive jurisdiction of the circuit court located in Milwaukee County, Wisconsin, or the United States Federal Courts for the Eastern District of Wisconsin.

19. **Entire Agreement.** This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

20. **Assignment.** This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by WRTP unless otherwise provided in this Agreement and without the prior written consent of the City. If the City of Milwaukee gives such consent, the terms and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

21. **Severability.** If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

22. **Public Records.** 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 Wis. Stat. § 19.21, et seq. WRTP acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records, and that the failure to do so shall constitute a material breach of this Agreement. The City will employ the same standards in producing WRTP's Records under the Wisconsin Public Records Law as it employs in producing the City's records under the Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.

23. **Discrimination.** WRTP shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. 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.

No person in the United States shall, on the ground of race, color, or national origin, 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 Agreement. WRTP 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.

WRTP agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

WRTP will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement 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.

24. **Conflict of Interest.** No officer, employee or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.

B. No member of the governing body of the City of Milwaukee and no other public official of the City of Milwaukee who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

C. WRTP covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. WRTP 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. WRTP further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of WRTP or its employees must be disclosed to the City of Milwaukee. 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.

25. **No Additional Waiver Implied.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, this Contract shall become effective as of the final date set forth below.

WRTP:

Mark Kessenich
President & CEO

Date

City of Milwaukee:

Sharon Robinson
Director,
Department of Administration

Date

Countersigned:

Martin Matson

Approved as to Content, Form, and Execution:

Assistant City Attorney

**COOPERATION AGREEMENT BETWEEN
THE CITY OF MILWAUKEE AND
EMPLOY MILWAUKEE**

This Agreement is made and entered into as of the _____ day of _____, 2017, by and between the City of Milwaukee, Wisconsin, a municipal corporation, (“the City”), acting by and through its Department of Public Works and Employ Milwaukee, whose address is 2338 North 27th Street, Milwaukee, Wisconsin.

WHEREAS, The City has approved participation in the Transitional Jobs Program, (“TJ Program”), with Employ Milwaukee and UMOS pursuant to Common Council File #161755, (“the Resolution”), and has executed agreements with Employ Milwaukee and UMOS for participation in that Program in 2017; and

WHEREAS, Pursuant to the Resolution, the City has allocated funding for the TJ Program in 2017, including funds to compensate Employ Milwaukee for workforce development services for TJ Program participants, in coordination with other partners in the TJ Program; and

WHEREAS, the Resolution authorizes execution of this Agreement;

NOW, THEREFORE, the City and Employ Milwaukee, in consideration of the mutual promises of the parties and other good and valuable consideration, agree as follows:

**ARTICLE I
City Responsibilities**

After January 1, 2017, the City shall reimburse Employ Milwaukee for invoiced costs to provide workforce development services supporting the TJ program in 2017, as outlined in Article II. Costs shall not exceed \$97,106.

The City shall also provide or arrange for timely provision by a designated partner agency to Employ Milwaukee of TJ Program participant information, to enable their provision of workforce development services and post-participation tracking, as outlined in Article II.

**ARTICLE II
Employ Milwaukee Responsibilities**

A. Employ Milwaukee shall provide qualified staff on a part-time basis in 2017 to coordinate workforce development services between various City agencies participating in the TJ Program, TJ participants, Employ Milwaukee, UMOS, WRTP/Big

Step, Industry Advisory Boards, and regional employers. Workforce development services shall include, yet are not limited to the following:

Employ Milwaukee shall ensure all interested and eligible 2017 TJ participants are co-enrolled in services available through the Workforce Innovation Opportunity Act (WIOA) and ... (FSET) within one month of their TJ Program start and that WIOA and FSET services will continue to be provided until TJ participants gain employment or are no longer eligible for any services;

Employ Milwaukee shall provide the City information on a regular basis regarding post-TJ Program employment of TJ Program participants. That information will include, but is not limited to: TJ participants' employers, hourly wage, total wages earned and dates of employment. This information will be provided in an easily viewable and adequately secured format on a schedule agreed upon by the City and Employ Milwaukee. Employ Milwaukee shall provide invoices for each of these compilations.

Employ Milwaukee shall collaborate with the City's designated training partner, WRTP/Big Step, to provide industry linked assessments and other workforce development tools, Individualized Employability Plans (IEPs), career assessments, barrier remediation, and referrals to job training, certifications, testing and direct placement services.

Employ Milwaukee, in conjunction with WRTP/Big Step, shall utilize a customized Efforts to Outcomes (ETO) data performance management system to track and support TJ participants individualized career assessments and employment plans, credentials earned, and services provided, to ensure comprehensive delivery of workforce development services designed to support TJ participants gaining unsubsidized employment.

Employ Milwaukee shall ensure their program services and business services divisions are working with WRTP/Big Step staff to notify and engage TJ participants in workforce development services, including barrier remediation, career counseling and direct placement referrals to employment and training opportunities.

Employ Milwaukee shall collaborate with WRTP/Big Step to use Industry Advisory Boards regional growth industries information and job scan data to assist employment referrals and industry-specific skill trainings and certification for TJ Program participants.

B. Employ Milwaukee shall provide written Activity Reports to the City for workforce development services every four weeks. These Activity Reports shall include an itemization of any referrals, services, IEPs, contacts, meetings, and any other actions undertaken by Employ Milwaukee staff within the last four weeks in order to facilitate the further employment of TJ participants. These reports will also include recommendations for participants as they progress through the TJ Program.

C. Employ Milwaukee represents that assigned staff shall be fully qualified and authorized or permitted under state and local law to perform the services described herein.

ARTICLE III **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 state or federal agency may deem necessary, there shall be made available to the City or such agency for examination all of Employ Milwaukee's records with respect to the matters covered by this Agreement and Employ Milwaukee shall permit the City or such agency and/or their representatives and agents to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

ARTICLE IV **Term of Agreement**

The term of this Agreement shall commence upon the execution of the Agreement by the authorized representatives of the parties, and shall remain in force for the calendar year 2017.

ARTICLE V **Termination**

A. Either party may terminate this Agreement for cause by giving at least 30 days' notice in writing to the other party specifying the effective date thereof. In the event of termination of this Agreement by the City pursuant to this paragraph, Employ Milwaukee shall refund to the City a pro rata share of the funds paid by the City to Employ Milwaukee pursuant to this Agreement for the year 2017. Notwithstanding the foregoing, Employ Milwaukee shall not be relieved of any other liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Employ Milwaukee.

B. The City may terminate this Agreement for any reason by giving at least 60 days' notice in writing to Employ Milwaukee specifying the effective date thereof. In the event of such termination, the City and Employ Milwaukee agree and acknowledge that the City shall in no way be responsible for legal or equitable damages alleged by Employ Milwaukee as a consequence of termination under this section.

C. Employ Milwaukee may terminate this Agreement for any reason by giving at least 60 days' notice in writing to the City specifying the effective date thereof. In the event of termination of this Agreement by Employ Milwaukee pursuant to this

paragraph, Employ Milwaukee shall refund to the City a pro rata share of the funds paid by the City to Employ Milwaukee pursuant to this Agreement for the year 2017.

ARTICLE VI
Entire Agreement / Amendment

This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth. This Agreement may not be modified orally or in any other manner other than by agreement, in writing, signed by each of the parties to this Agreement.

ARTICLE VII
Assignment

This Agreement shall be binding upon the parties hereto, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, sublet, or transferred by Employ Milwaukee without the prior written consent of the City. If the City gives such consent, the terms and conditions of this Agreement shall bind the party to whom the Agreement is assigned, sublet, or transferred.

ARTICLE VIII
Governing Law

This Agreement shall be governed by the internal laws of the State of Wisconsin. Any litigation relating to the formation, interpretation, or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and Employ Milwaukee consents to the jurisdiction of such courts.

ARTICLE IX
Severability

If any term or provision of this Agreement shall to any extent be declared invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law

ARTICLE X
Notices

If any notice is required to be delivered hereunder, it shall be given in writing, and shall be delivered personally or shall be deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, in which latter event it shall be deemed given five days after the date mailed. If it is to be sent to the City, then it shall be addressed as follows:

Ghassan Korban
Commissioner of Public Works
City of Milwaukee
841 N. Broadway Street
Milwaukee, WI 53202

If it is to be sent to Employ Milwaukee, then it shall be addressed as follows:

Earl Buford
Chief Executive Officer, President
Employ Milwaukee
2342 North 27th Street
Milwaukee, WI 53210

ARTICLE XI
Public Records

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 Wis. Stat. § 19.21, et seq. Employ Milwaukee acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records, and that the failure to do so shall constitute a material breach of this Agreement. The City will employ the same standards in producing Employ Milwaukee's Records under the Wisconsin Public Records Law as it employs in producing the City's records under the Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.

ARTICLE XII
Discrimination

A. Employ Milwaukee shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. 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.

B. No person in the United States shall, on the ground of race, color, or national origin, 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 Agreement. Employ Milwaukee 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. Employ Milwaukee agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

D. Employ Milwaukee will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement 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.

ARTICLE XIII

Insurance

Employ Milwaukee shall at all times during the term of this Agreement keep in full force and effect general liability (GL) insurance naming the City as an additional insured, with minimal limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. The policy shall be endorsed to provide for a thirty (30) day notice to the City prior to change, termination, or cancellation. Employ Milwaukee shall also maintain Worker's Compensation Insurance as required under Wisconsin Law, covering the Liaison and other employees. Employ Milwaukee shall submit a certificate/s of insurance evidencing such coverages.

ARTICLE XIV

Indemnification

Each party shall indemnify and hold harmless the other party, its officers, officials, and employees from and against all claims and liabilities of any nature or kind related to this Agreement occasioned by the first parties' act or negligence or by the act or negligence of any of its officers, officials, or employees.

ARTICLE XV

Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

ARTICLE XVI

Conflict of Interest

A. 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 Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.

B. No member of the governing body of the City and no other public official of the City who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

C. Employ Milwaukee covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. Employ Milwaukee 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. Employ Milwaukee further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of Employ Milwaukee 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.

ARTICLE XVII
No Additional Waiver Implied

The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers.

CITY OF MILWAUKEE

Ghassan Korban,
Commissioner of Public Works

Date: _____

COUNTERSIGNED:

_____ Date: _____
Martin Matson, City Comptroller

Approved as to content, form and execution
this ____ day of _____, 2017.

Assistant City Attorney

EMPLOY MILWAUKEE

_____ Date: _____
Earl Buford,
Chief Executive Officer, President

Young Adult Work Opportunity Agreement/Worksite Agreement

Employ Milwaukee, is the region's leading workforce development coordination organization. This initiative is designed to assist young adults in entering work opportunities that will allow them to acquire practice and improve important work skills needed for ongoing workplace success.

Employ Milwaukee and the City of Milwaukee, hereinafter referred to as Business Partner or the City, agrees to provide a temporary work opportunity for the participants in the City of Milwaukee's Compete Milwaukee – Milwaukee Police Ambassador Program.

Employ Milwaukee agrees to:

1. Recruit eligible participants for Business Partner's consideration.
2. Provide counseling and other support services to participants to increase work readiness.
3. Coordinate with Business Partner to ensure any participant-related issues are addressed.
4. As the Employer of Record pay participant wages at a rate of \$10.82 per hour or the currently existing Service Contract Wage Requirements contained in MCO 310-13, whichever is higher for actual hours worked as well as contributions for payroll taxes and Worker's Compensation.
5. Compensate participants on its internal and/or funder's payroll schedule, which may not align with Business Partner's payroll schedule.
6. Provide timesheets for participant and Business Partner to record hours worked and evaluate participant's level of work readiness.
7. Follow up regularly with the Business Partner and participant to ensure the work opportunity is productive for all parties.
8. Hours worked by participant needs to be submitted in the Employ Milwaukee -prescribed manner and on a timely basis, ensuring accuracy and verifying hours worked Employ Milwaukee will provide the business partner with a schedule of payroll and due dates.
9. Provide business partner with participant personnel information when requested in writing and when both Employ Milwaukee and the City of Milwaukee agree to the appropriateness of the request. Business partner will maintain contact with the Employ Milwaukee representative or designee, and provide feedback on the participant's performance, evaluations, name and contact information of immediate supervisor and other related information.
10. Unless otherwise provided by the worksite, the City will provide, at its own expense, the participant with any tools, equipment, safety gear and/or uniforms required to perform the work at the worksite.

The City of Milwaukee Agrees to:

1. Provide a temporary work opportunity and work-related supplies and tools for referred participants, consistent with job description and worksite policies and conditions.
2. Ensure appropriate supervision for participant while at the worksite.

3. Ensure accurate completion and submission of participant's timesheet, and provide feedback about the participant's progress regarding work traits.
4. Maintain regular communications with Employee Milwaukee regarding participant, and contact Employee Milwaukee immediately regarding any participant-related issues.
5. Ensure the worksite complies with all applicable federal, state, and local employment, health, and safety laws and regulations.
6. Refrain from using participants to displace or reduce employment and/or promotional opportunities for existing employees or those in layoff status.
7. Inform Employee Milwaukee of any collective bargaining issues that may impact participant's worksite.
8. Business partner agrees to comply with EMPLOY MILWAUKEE Worksite Handbook and to adhere to Employee Milwaukee's Employee Complaints procedure as describe there-in.
9. Business partner agrees that EMPLOY MILWAUKEE will not pay any over-time for the participant. Business partner further agrees that unless previously authorized by EMPLOY MILWAUKEE, the business partner will be responsible for any over-time and associated costs incurred as a result of the participant working over-time.
10. Business partner agrees that unless previously authorized by EMPLOY MILWAUKEE, the participant will not drive any vehicle for the business partner, nor will EMPLOY MILWAUKEE reimburse the business partner or participant for any travel expenses.

Each party shall indemnify and hold harmless the other party, its officers, officials and employees from and against all claims and liabilities of any nature or kind related to the participant and temporary work opportunity occasioned by the first parties' act or negligence or by the act or negligence of any of its employees.

This agreement may be modified or amended at any time during its term by mutual consent of the parties expressed in writing and signed by the parties. Either party upon thirty (30) days written notice to the other party may terminate this agreement. This agreement, including the rights, benefits, and other duties hereunder, shall not be assignable without prior written consent of the other party. Invalidity of any provision, term or condition of this agreement for any reason shall not render any other provision, term or condition of this agreement invalid or unenforceable.

HOST Name	FEIN Number
Address (include street, city, state, zip)	
Contact Person/Title	Phone Number
Email Address	Fax Number

HOST Authorized Signature	Date
----------------------------------	-------------

Collaborative Name/Title (I have personally visited & inspected Host work site)	Phone Number
Email Address	Fax Number

Authorized Signature	Date
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**CITY OF MILWAUKEE TRANSITIONAL JOBS PROGRAM
YOUNG ADULT WORK OPPORTUNITY AGREEMENT/WORKSITE AGREEMENT
ADDENDUM**

This Young Adult Work Opportunity Agreement Addendum is made and entered into as of the ____ day of _____, 2017 by and between the City of Milwaukee, acting by and through its Milwaukee Police Department (MPD), hereinafter known as the HOST, and Employ Milwaukee, Inc.

Whereas, this Agreement and Addendum are entered pursuant to Common Council File #161755, including the placement of up to 20 Police Ambassadors in the Milwaukee Police department for that purpose; and

Whereas, the Common Council of the City of Milwaukee has approved implementation of the 2017 Compete Milwaukee Police Department Ambassador Program to provide job experience, skills and education for up to 20 participants, who will work approximately 24 hours per week during a period of approximately 8 months with Employ Milwaukee as the employer of record and MPD as the HOST worksite; and

Whereas, the Young Adult Work Opportunity Agreement/Worksite Agreement as attached in its original form, and this attached addendum indicating changes agreed to by the parties, document the provisions and requirements of this initiative designed to offer transitional employment services in the form of experience, job skills, and career counseling to young adults.

Now therefore, the parties hereby agree as follows:

The following provisions replace provisions in the original Young Adult Work Opportunity Agreement/Worksite Agreement and have been agreed to by the City of Milwaukee and Employ Milwaukee.

Employ Milwaukee Agrees to:

- #1. Employ Milwaukee will be the EMPLOYER OF RECORD for the participants, and will pay participants wages at a rate of \$10.82 per hour for actual hours worked. Employ Milwaukee will also be responsible for: (a.) all I-9 forms, (b.) all wages and payment, (c.) all payroll taxes, (d.) unemployment compensation taxes where applicable, (e.) workman's compensation insurance and (f.) all applicable reporting to the Internal Revenue Service.
- #2. Work with HOST to develop and implement an administratively feasible procedure to submit hours worked on a timely basis, ensuring accuracy and verifying hours worked. Provide the HOST with a schedule of payroll and due dates.
- #3. Employ Milwaukee agrees to provide the HOST with participant personnel information when requested in writing either when legally required or when both parties agree to the appropriateness of the request.
- #4. HOST will maintain contact with the Employ Milwaukee representative or designee, and provide feedback on the participant's performance, evaluations, name and contact information of immediate supervisor and other related information. This feedback will be provided by HOST using a customized form agreed to by the parties.

City of Milwaukee (HOST) Agrees to:

- #5. Provide a temporary training and skills development work opportunity and work related supplies and tools for placed participants, consistent with job description and worksite policies

and conditions. HOST agrees that each participant will work approximately 24 hours per week. HOST agrees that the employment length of each participant will be approximately 8 months and will not exceed 768 hours. The provisions of this paragraph shall not require the HOST to provide 24 hours of work per week in the event of medical restrictions, absenteeism/tardiness, or the participant's requests for time off.

- #6 Receive approval of HOST for any activities that Employ Milwaukee plans to engage involving participants and HOST will determine if participation will be considered hours worked and ensure that participation will not conflict with scheduled and assigned work hours.
- #7. The HOST agrees that the participants will be properly supervised under the terms of this Agreement. The HOST agrees to train the participants in the skills and trades necessary in order for them to perform an adequate job. Any training will occur during the course of the normal work week.
- #8. The HOST affirms that participants are not being employed as replacement workers during a labor dispute or being used to replace any laid off workers and that no employee has been displaced, terminated or had hours reduced with the sole purpose of employing participants.
- #9.
- #10. The HOST agrees to comply with the applicable provisions of Employ Milwaukee's Site Supervisor Manual. HOST will work with Employ Milwaukee to address and resolve problems. The HOST will provide participants with copies of the HOST's internal work rules and procedures and participants must follow HOST's rules and procedures. In the event of a conflict between Employ Milwaukee's Manual and the HOST's rules and procedures, the HOST's rules and procedures shall prevail.
- #11. HOST agrees that Employ Milwaukee will not pay any overtime for the participants. HOST further agrees that unless previously authorized by Employ Milwaukee, the HOST will be responsible for any overtime and associated costs incurred as a result of the participants working overtime. Subject to further agreement between HOST and Employ Milwaukee concerning the operational details, Employ Milwaukee understands and agrees that the HOST will supplement wages as required under Wisconsin Statute 66.0903 and Milwaukee Code of Ordinances 310-13, or any other applicable law. Unless subject to Wis. Stat. 66.0903, participants shall be paid a rate of \$10.82, or the currently existing Service Contract Wage Requirements contained in MCO 310-13, whichever is higher.
- #120. HOST agrees that participants will not drive any vehicle for the HOST, nor will Employ Milwaukee reimburse the HOST or the participants for any travel expenses.

New Provisions - The following provisions have been reviewed and agreed to by the HOST and Employ Milwaukee.

- #1. Employ Milwaukee and MPD agree to execute a recruitment plan and screen applicants in accordance with other Employ Milwaukee programs where applicable and consistent with the job requirements established by the MPD. Employ Milwaukee shall be the employer of record for all 20 Police Ambassadors.
- #2. Employ Milwaukee and HOST agree to share information and tools and/or instruments used to screen applicants. Employ Milwaukee agrees to refer applicants for final interviews by the HOST based on preliminary screening, and to only refer applicants who meet the specified required knowledge, skills, and abilities, and other credentials established by HOST, for the Ambassador Program. HOST reserves the right to determine if and when new participants should replace terminated workers or workers who drop out of the Program.

- #3. Employ Milwaukee agrees that the referral of applicants may not result in placement of all candidates and that the HOST reserves the right to determine which candidates will in fact be placed. Placement is contingent upon final interviews and successful completion of background investigation process. After an accepted offer, placement is contingent upon successful completion of a drug screen and pre-placement medical exam. Further, HOST reserves the right to remove any candidate after placement that violates any HOST work rule, or that, in its discretion, it deems unsatisfactory. The HOST reserves the right to discipline participants pursuant to the HOST's Work Rule and Policies.
- #4. Employ Milwaukee agrees to work with the HOST to implement pre-employment drug screenings as a condition of placement and that the participants may be subject to random and reasonable suspicion drug and alcohol testing during the course of their placement. The HOST agrees to pay the costs associated with pre-employment and post-employment screenings. Further, the HOST will conduct background checks consistent with those allowed by law for individuals placed in law enforcement agency.
- #5. The HOST has full authority to determine if restricted or light duty work is available if a participant is subject to medical restrictions, whether or not the accident, injury, or illness occurred on the job. Any reports relating to a worksite injury shall be reported by HOST's designated person pursuant to HOST's normal procedures.
- #6. All participants shall be required to read and sign an acknowledgement of receipt of HOST's Work Rules and Policies.
- #7. Worksite supervisors need not attend an orientation session provided by Employ Milwaukee staff or their representatives; rather, orientation shall be relayed by HOST to Worksite Supervisors in a manner to be determined by the HOST, including information relating to the processing of payroll, the handling of workplace injuries and accidents, and the method to notify Employ Milwaukee of participants' performance issues.

The HOST agrees to incorporate the relevant information into the orientation of youth workers. This information will include all applicable work rules and protocols of the MPD and the relevant provisions of Section VI. Orientation, Section A of the Site Supervisor Worksite Manual. Participants will receive a description of their particular assignment as part of this orientation.

- #8. HOST shall have the authority to conduct its own investigation into the circumstances relating to participant complaints. In that event, HOST will proceed with its investigation and will share information with Employ Milwaukee. HOST has the right, but not the obligation, to implement any recommendation or action steps relating to resolution of the investigation as it deems appropriate and in its best interests. Employ Milwaukee Grievance Procedure shall not apply to this Agreement.
- #9. Any Employ Milwaukee investigation relating to HOST Worksite safety conditions shall be promptly reported to HOST, and HOST shall have the authority to conduct its own investigation into the circumstances relating to the investigation. In that event, Employ Milwaukee and HOST will proceed with their respective investigations and will share information and coordinate resolution of the investigation. HOST has the right, but not the obligation, to implement any recommendation or action steps relating to resolution of the investigation as it deems appropriate and in its best interests.
- #10. HOST reserves the right to adhere to a disciplinary procedure that is consistent with its internal disciplinary procedure or one that is in the best interests of the HOST. HOST reserves the right to determine the kind of conduct or behavior that will result in immediate termination.

- # 11 Employ Milwaukee agrees that Youth Services Program staff, monitors from the State of Wisconsin Department of Children and Families and Employ Milwaukee Board of Directors who may be visiting various HOST's worksite locations will comply with the appropriate MPD protocol. Specifically, Employ Milwaukee understands that access to non-public areas of MPD is restricted and requires signing in, escort by MPD staff and an appropriate identification card. Furthermore, certain assignments may require advance notice to MPD staff regarding visits.
- #12 Employ Milwaukee agrees to temporarily waive its Nepotism policy precluding a family member from having a supervisory role over a participant due to replacement, transfers and staffing assignments for a particular day or week. Employ Milwaukee will be notified as soon as MPD is aware of any Nepotism conflict or situation. MPD and Employ Milwaukee will work as quickly as possible to resolve any conflict that arises.
- #13. Both parties understand that the HOST is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, et seq. Employ Milwaukee acknowledges that it is obligated to assist the HOST in retaining and producing records that are subject to Wisconsin Public Records, and that the failure to do so shall constitute a material breach of this Agreement. The HOST will employ the same standards in producing Employ Milwaukee's Records under the Wisconsin Public Records Law as it employs in producing the HOST's records under the Wisconsin Public Records Law. Except as otherwise authorized, those records shall be maintained for a period of seven years after expiration of this Agreement.
- #14. In order to protect against potential liability arising out of the activities performed under this Agreement, Employ Milwaukee shall maintain general liability (GL) insurance naming the HOST as an additional insured, with minimal limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. A Certificate of Insurance shall be provided to the HOST as an additional insured providing for a thirty (30) day notice to the HOST prior to change, termination or cancellation.
- Employ Milwaukee shall also maintain Worker's Compensation Insurance as required under Wisconsin Law, covering participants and other employees. Employ Milwaukee shall submit a copy of a certificate/s of insurance evidencing such coverages. The HOST is self-insured.
- #15. At any time during normal business hours, as often as the HOST, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may request and upon reasonable notice, there shall be made available to the HOST, the HOST's Comptroller, or such agency for examination all of Employ Milwaukee's records with respect to the matters covered by this Agreement and Employ Milwaukee shall permit the HOST and/or its representatives and agents to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.
- #16. This Agreement shall be governed by the internal laws of the State of Wisconsin. Any litigation relating to the formation, interpretation, or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and Employ Milwaukee consents to the jurisdiction of such courts.
- #17. Employ Milwaukee and HOST shall not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories. 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.

No person in the United States shall, on the ground of race, color, or national origin, 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 Agreement. The HOST and ACTS 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.

Employ Milwaukee and HOST agree that they will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. Seq.

Employ Milwaukee and HOST will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement 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.

- #18. No officer, employee or agent of the HOST who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.

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 Agreement, shall have any personal interest, direct or indirect, in this Agreement.

Employ Milwaukee covenants that no person described above who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. Employ Milwaukee 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. Employ Milwaukee further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of Employ Milwaukee or its employees must be disclosed to the HOST. 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.

- #19. In the event of any conflict between this Addendum and the original Transform Milwaukee Young Adult Work Opportunity Agreement./Worksite Agreement, the Addendum controls. In the event of any conflict between the provisions of this Addendum and the Site Supervisor Worksite Manual, this Addendum controls.

- #20. The Chief of Police is hereby designated as the HOST's authorized representative to enter, modify or amend the agreement during its term per language consistent with Young Adult Work Opportunity Agreement/Worksite Agreement.

- #21. This Agreement is effective from _____ to _____,

The Parties hereto have caused this Addendum to be executed by their duly authorized representatives.

HOST Name	FEIN Number
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Address (include street, city, state, zip)	
Contact Person/Title	Phone Number
Email Address	Fax Number
HOST Authorized Signature	Date

Countersigned: Comptroller

Date

Approved at to Content, Form, and Execution: Assistant City Attorney

Date

Collaborative Name/Title (I have personally visited & inspected Host work site)	Phone Number
Email Address	Fax Number
Employ Milwaukee, Inc. Authorized Signature	Date