

Exhibit A
File # 131797

- Host Worksite Agreement
- Host Worksite Agreement Addendum



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 _____
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. 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
Collaborative Authorized Signature	Date

**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 _____, 2014 by and between the City of Milwaukee, acting by and through its Department of Public Works, hereinafter known as the HOST, and United Migrant Opportunity Services, hereinafter known as UMOS.

Whereas, this Agreement and Addendum are entered pursuant to Common Council File #131797, a substitute resolution relating to transitional job opportunities and street maintenance activities, and the appropriation of funds for that purpose; and

Whereas, the Common Council of the City of Milwaukee has approved the implementation of a new Transitional Jobs Program and the use of twenty five (25) UMOS program participants to perform City street maintenance activities for a period not to exceed six months, with UMOS as the employer of record and DPW 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 up to 25 Subsidized Workers (SWs) in Subsidized Jobs at various worksites.
- #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 UMOS will not pay any overtime for the SWs. 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.

- #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).
- #10. HOST agrees to submit hours worked by the SWs in the UMOS-prescribed manner and on a timely basis, ensuring accuracy and verifying hours worked. The HOST may provide SWs with access to the Internet in order for SWs to report hours worked or may implement an alternative time reporting mechanism consistent with this requirement. 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 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.
- #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 street repair 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 lay-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. 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.

- #21. UMOS agrees to execute a recruitment plan and to screen applicants in accordance with the requirements established by the HOST and documented in the job description.
- #22. UMOS agrees to share information and tools and/or instruments used to screen applicants with the HOST. UMOS 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.
- #23. 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 contingent upon final interviews and successful completion of pre-employment drug screening.

Further, HOST reserves the right to remove any candidate after placement that, in its discretion, it deems unsatisfactory.

- #24. 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 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.
- #25. 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.
- #26. 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.
- #27. 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.
- #28. 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.
- #29. UMOS 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 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 Agreement. The City 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.

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

UMOS 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.

- #30. 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.

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.

- #31. 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.

- #32. The Commissioner of Public Works is hereby designated as the HOST's authorized representative 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