



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.
18. 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. UMOS agrees to comply with HOST injury procedures.
19. 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.
20. 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.
21. 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.
22. 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 worksite)	Phone Number
Email Address	Fax Number

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

This Collaborative Host Worksite Agreement Addendum is made and entered into as of the ____ day of _____, 2020 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), and Port Milwaukee, 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 #191714 , a resolution expressing support of and approving various agreement pertaining to the Complete Milwaukee 2020 program; and

Whereas, the Common Council of the City of Milwaukee has approved a Transitional Jobs Program and the use of approximately 35 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 35 Subsidized Workers (SWs) in Subsidized Jobs predominately within DPW and at other various worksites performing water facility maintenance, sewer main repair, street light maintenance, street pavement repair, parking line painting, landscape maintenance, refuse and recycling services, administrative and clerical work, residential code enforcement support, railroad yard and track maintenance and repairs, maintenance of buildings and structures, grounds keeping, dock wall maintenance, and other related activities.
- #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 assist in preparing SWs for unsubsidized employment. The HOST agrees to conduct performance evaluations as required under the terms of this Agreement. Any training will occur on and off-site 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 310-17, or any other applicable law. Unless subject to Wis. Stat. 66.0903, SW's shall be paid a rate of \$12.53 per hour, or the currently existing City's non-poverty wage requirements contained in MCO 310-17, 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 throughout 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 between approximately March and May for consideration for approximately 35 SW placements. Applicants referred by UMOS after May 29th may not be accepted by HOST due to seasonal work schedules.
- #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 may also need to 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 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 is to notify UMOS assigned Employment Case Coordinator and immediate HOST work site supervisor. UMOS and HOST agrees to follow mutually established "How to Proceed with Injuries" procedures for SWs. 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 procedures established for SWs.
- #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 #20 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

Date

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

Date

Collaborative Name/Title (I have personally visited & inspected Host worksite)	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. (4.21%) & 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, 2020 through March 1, 2021

THIS Contract is made and entered into as of this ____ day of ____ 2020 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 at training worksite locations to individuals participating in the City of Milwaukee – Compete Milwaukee Transitional Jobs program (“TJ Program”) and Clean & Green Initiative, as well as other workforce development 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 trainings and services that will support the gaining of family supporting employment, through the City’s civil service hiring process, as well as with other local employers. WRTP will identify barriers to civil service employment and provide targeted trainings and services to support a direct and established pathway pipeline from workforce development participant to City of Milwaukee employee. TJ participants not seeking City employment will be provided resources and referrals to other family supporting employment opportunities. WRTP as needed will work in partnership with the Community Workforce Partnership network. WRTP will adhere to the scope of this Contract and the scope of the contract with the City of Milwaukee’s Community Development Grants Administration. WRTP will further leverage current public and private funding to support the programs preparation and training need. WRTP will further work with agencies and partners identified by the City of Milwaukee to assist in carrying out the scope of services within this contract.

Deliverables:

Participants Description

Barrier Identification and Case Management Services

In partnership with agencies and partners identified by the City of Milwaukee, WRTP will manage a coordinated case management strategy to identify barriers to future employment, both City of Milwaukee civil service employment and with local employers. TJ participants will

receive services both during their work experience and up to one year post TJ participation. WRTP will utilize a wraparound case management model directly related to employability. This is an intensive, human centered, participant care management process for individuals with serious job placement barriers. WRTP will provide all services in a culturally and linguistically competent manner

WRTP will create barrier identification templates designed specifically for City civil service employment and other family supporting jobs. These positions include and are not limited to City Laborer, Operations Driver/Worker, Construction Laborer Intern and other position titles identified by the City of Milwaukee. WRTP will also identify qualifications and experiences of TJ participants and support pathways to City employment, as well as within their own partner networks.

WRTP shall ensure its staff members maintain the skills necessary to create tools/templates to identify and track barriers, as well as manage a step for step progression of trainings and services designed to support the pathway pipeline to City and other employment. WRTP will also determine the need and process for providing reasonable accommodations.

WRTP shall use the information gained through their active barrier identification process to engage participants in specific trainings and services. WRTP may choose to develop and utilize an Individualized Employability Plan (IEP) for all TJ participants. They may further choose to enter appropriate IEP data into their ETO systems to assist in managing participants, identified barriers, career goals, service delivery strategies and other information deemed appropriate per their internal organization purposes.

WRTP shall collaborate with partner networks including Employ Milwaukee staff, to utilize other workforce development tools to comprehensively support TJ participant's attainment of family supporting employment, both for City civil service jobs and other local employers. WRTP will also engage participants in various referrals to job training, certifications, testing and direct placement services provided by WRTP and their partners.

WRTP may choose to work with Employ Milwaukee to utilize data performance management systems, such as ETO, to track and support TJ participants, including 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.

WRTP shall ensure, in collaboration with partner networks including Employ Milwaukee, that within three months of their TJ Program start, all interested and eligible TJ Program participants are provided direct pathways to enrollment in Workforce Innovation Opportunity Act (WIOA) and Food Share Employment and Training (FSET) employment and training programs. The City of Milwaukee will identify TJ program

participants eligible for referral to WIOA prior to any refer to this service is made. 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).

WRTP shall further assist all TJ participants by facilitating direct access to needed community and supportive services. Referrals shall include, but will not be limited to: driver's license recovery, transportation, 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. Driver's license recovery is an important case management service and is to be extended as needed to support career pathways to City and other employment. 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.

Case management services will continue to be provided until TJ participant exits the TJ Program, or are no longer eligible for any services. As part of case management services all supportive services referrals are to be documented.

Specialized Training & Career Planning: WRTP shall ensure that specialized training is provided to TJ participants. All TJ participants are to receive job readiness trainings focused on customer service, conflict management and/or similar trainings which assist in preparing TJ participants for work on construction based and team oriented worksite locations. Specialized trainings shall include, but will not be limited to: Driver's license training classes and acquisition, Commercial Learner Permit training classes and acquisition, intensive job readiness trainings, and OSHA 10.

WRTP shall conduct resume and interview workshops. The workshops are to include comprehensive information related to gaining future employment after a TJ work experience concludes. 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.

Additionally, WRTP will provide introductions to their 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 may choose to administer testing to TJ participants meeting basic eligibility requirements for all WRTP direct referral employment opportunities.

WRTP shall directly notify and engage TJ participants in direct placement referrals to employment and training opportunities through both internal and partner networks. WRTP shall provide a follow-up and post-project support component for interested and eligible 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.

Direct Job Referral & Placement Services: WRTP as a continuation of workforce development career planning and intensive case management shall support TJ participants in gaining unsubsidized employment both during and immediately following TJ Program. In collaboration with partner networks including Employ Milwaukee, WRTP will make direct unsubsidized employment referrals to TJ participants. WRTP is committed to the short and long term outcomes of TJ participants and recognize the goal of TJ program workforce development services is to successfully transition individuals to unsubsidized employment.

2. **Budget and Grant Period.** A total amount not to exceed \$64,000 in funds is available for WRTP eligible expenditures incurred in representing maximum clients referred within the performance period extending from March 1, 2020 to March 1, 2021 per the billing procedures outlined below. The \$64,000 budget is based on approximately 64 TJ Program participants receiving workforce development services. If less than 64 TJ participants are served, then the budget will be reduced \$1,000 per open slot. For instance, if 63 TJ participants receive WRTP services then the budget will be reduced by \$1,000. In the event that more than 64 TJ participants are served, then WRTP will adhere to the total budget of this contract. See Payment section within this contract for additional information. WRTP will further adhere to the scope of this Contract and those within the contract with the City of Milwaukee's Community Development Grants Administration.

3. **Record-Keeping.** WRTP will maintain records for each TJ participant, including the following services provide and received including documentation itemizing: Participant Barrier Identification & Case Management Services, Specialized Training & Career Planning and Direct Job Referral & Placement Services, as well as attendance sign-in sheet records. A spreadsheet will track services provided. This is to include, but is not limited to: TJ participant name, barriers identified, training services identified/provided, referrals and other relevant information/data. 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 two aggregate progress reports by: 1) Monday, August 31, 2020 and 2) December 31st, 2020. WRTP will provide a comprehensive report template to designated City staff by July, 31, 2020. The completed and accurate reports and template must be submitted on or before the deadline. It is the City's policy to pay all invoices within 30 days. Monthly invoicing must be supported by progress reports indicating TJ participants served, services provided, the type of service and the outcomes accomplished. Training worksite timesheet logs are to be provided before 9am on the last day of each week's training or as requested in writing. 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 a flat rate of \$64,000 to serve TJ program participants. It is anticipated 64 individuals will participate in the TJ Program. See Budget and Grant Period section of this contract for additional information.

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:

Jeffrey Polenske, 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

Assistant City Attorney
Approved as to Content, Form, and Execution

Date

**City of Milwaukee Transitional Jobs Program
Young Adult Work Opportunity
Agreement/Worksite Agreement**

This Young Adult Work Opportunity Agreement is made and entered into as of the ____ day of _____, 2020 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, Employ Milwaukee is the region's leading workforce development coordination organization, certified Local Workforce Board, and program and fiscal manager for WIOA Title I funds; and

Whereas, 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; and

Whereas, 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; and

Whereas, this Agreement is entered pursuant to Common Council File #181724, 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 2020 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;

Now therefore, the parties hereby agree as follows:

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. Employ Milwaukee will be the EMPLOYER OF RECORD for the participants, and will pay participants the current existing City's non-poverty wage rate contained in MCO 310-17 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.
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. 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.
9. ***Employ Milwaukee agrees to provide the HOST with participant personnel information when requested in writing either for any law enforcement purpose, when legally required, or when both parties agree to the appropriateness of the request.***
10. 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.

The City of Milwaukee Agrees to:

1. 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.
2. 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.
3. Ensure accurate completion and submission of participant's timesheet, and provide feedback about the participant's progress regarding work traits.
4. ***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.***
5. Ensure the worksite complies with all applicable federal, state, and local employment, health, and safety laws and regulations.
6. 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.
7. ***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.

8. 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 310-17, or any other applicable law. Unless subject to Wis. Stat. 66.0903, participants shall be paid at the currently existing City's non-poverty wage requirements contained in MCO 310-17, whichever is higher.
9. 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.

The Parties also mutually agree:

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. ***Employ Milwaukee reserves the right to discipline participants pursuant to the HOST's Work Rule and Policies for a violation of a HOST work rule that does not result in removal of a candidate.***
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 **testing** during the course of their placement. The HOST agrees to pay the costs associated with pre-employment screenings. Further, the HOST will conduct background checks consistent with those allowed by law for individuals placed **in law** enforcement agencies.

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 may share information with Employ Milwaukee if appropriate.*** 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. 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.

22. 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 fifteen (15) 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.

23. ***This Agreement is effective from the date appearing on page one through December 31, 2020.***

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
Employ Milwaukee, Inc. Authorized Signature	Date

**CITY OF MILWAUKEE TRANSITIONAL JOBS PROGRAM
YOUNG ADULT OUT OF SCHOOL & IN SCHOOL WORK OPPORTUNITY
AGREEMENT/WORKSITE AGREEMENT**

This Young Adult Work Opportunity Worksite Agreement is made and entered into as of the _____ day of _____, 2020 by and between the City of Milwaukee, acting by and through its Department of Public Works, hereinafter known as the HOST, and Employ Milwaukee, Inc.

Whereas, this Agreement are entered pursuant to Common Council File #191714, including the placement of approximately 18 Out of School and In School Youth program participants in the Compete Milwaukee Career Connection Pilot Program for that purpose; and

Whereas, the Common Council of the City of Milwaukee has approved implementation of the 2020 Compete Milwaukee Transitional Jobs Program to provide job experience, skills and education for approximately 18 participants, who will work not more than approximately 29 hours per week during a period of approximately 6 months with Employ Milwaukee as the employer of record and City of Milwaukee as the HOST; and

Whereas, the Compete Milwaukee Career Connection Pilot includes a Contractor under contract with Employ Milwaukee and the City of Milwaukee, hereinafter known as the Training Partner; and

Whereas, the Career Connection Pilot seeks to provide a limited-term, temporary work experience HOST worksite locations and/ or on a building or improvement project executed by an entity under contract with the City of Milwaukee, hereinafter known as the "Host Site" and "Host Site Supervisor", respectively;

Now therefore, the parties hereby agree as follows:

City of Milwaukee (HOST) Agrees to:

- #1. Provide Employ Milwaukee list(s) of Host Site Supervisors who have agreed to provide a temporary training and work skill development opportunity on job sites located within the City of Milwaukee. The HOST may also serve as a worksite placement for participants.
- #2. Receive regular update reports from Employ Milwaukee when requested in writing and when both Employ Milwaukee and the HOST agree to the appropriateness of the request. Reports may include program coordination updates, participant personnel information, performance evaluations, monitoring updates, HOST and Host Site Supervisor's updates, unsubsidized employment referrals and tracking or other request related to program implementation and outcomes

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 the currently existing City's non-poverty wage requirements contained in MCO 310-17 , 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 (f.) all applicable reporting to the Internal Revenue Service, and (g.) report Residents Preference Program (RPP) hours in LCPtracker.
- #2. Employ Milwaukee agrees to accept from HOST and Host Site Supervisor one timesheet for hours worked by the participants that is emailed to a designated Employ Milwaukee

representative bi-weekly. Employ Milwaukee will ensure timesheets are submitted on a timely basis, ensuring accuracy and verifying hours worked on actual HOST and Host Site Supervisors worksite locations within the City of Milwaukee on contractual City work projects. Provide the HOST with a schedule of payroll and due dates. Employ Milwaukee will compensate participants on its internal payroll schedule, which may not align with HOST or Host Site Supervisor.

- #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. Employ Milwaukee will maintain contact with the HOST 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 Employ Milwaukee using a customized form or process agreed to by the parties. Employ Milwaukee will regularly follow-up with participants and HOST or Host Site Supervisor to immediately address participant related issues to ensure the work opportunity is productive for all parties and to ensure participant success on the job.
- #5. Provide placed participants, at its own expense, safety equipment (PPE), work boots and/or outdoor work clothing consistent with job description and worksite policies and conditions. Employ Milwaukee agrees that each participant will work not more than approximately 29 hours per week unless authorized in advance. Employ Milwaukee agrees that the employment length of each participant will be approximately 6 months and will not exceed approximately 650 hours. The provisions of this paragraph shall not require the HOST or Host Site Supervisor to provide up to approximately 29 hours of work per week in the event of medical restrictions, absenteeism/tardiness, or the participant's requests for time off.
- #6. Notify participant, HOST and Host Site Supervisor for any activities that Employ Milwaukee or Training Partner plans to engage involving participants and Employ Milwaukee will determine if participation will be considered hours worked and ensure that participation will not conflict with HOST or Host Site Supervisor planned and assigned work or training hours.
- #7. Employ Milwaukee will ensure Training Partner provides appropriate certifications such as driver's license training and attainment, Commercial Learner's Permit training and attainment, Residents Preference Program (RPP), OSHA-10, First Aid/CPR/AED, RPP, intensive job readiness training and coaching, as well as Entry Level Construction Skills training, including but not limited to introductions in construction math, blueprint reading, apprenticeships and apprenticeship readiness. Employ Milwaukee will further ensure each participant takes TABE test as appropriate and has an Individual Employment Plan and skills inventory to identify participant strengths and weaknesses. Job readiness and resume workshops will be provided to participants. Supportive services will be extended as well, such as GED or HSED, driver's license recovery and others as identified.

Employ Milwaukee agrees to coordinate manage and monitor the overall project as part of their coordination role. This includes the training and orientation of the participants in the skills and trades necessary in order for them to perform an adequate job. Employ Milwaukee further agrees that the participants will be properly supervised under the terms of this Agreement.

- #8. The HOST and Host Site Supervisor 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.

Employ Milwaukee will assign one point of contact to work with HOST and Host Site Supervisor. Employ Milwaukee will further provide ongoing counseling and other support

services to participants to increase work readiness. This includes and is not limited to providing job mentorship and specialized barrier reduction supportive services and assist participants in gaining unsubsidized employment or additional training as the program ends that matches participants' skill level and interests.

- #9. The HOST and Host Site Supervisor agree to comply with the applicable provisions of Employ Milwaukee's Site Supervisor Manual. Employ Milwaukee will work with HOST and Host Site Supervisor to address and resolve problems at worksite locations. Employ Milwaukee will provide participants with orientations and copies of the HOST's or Host Site Supervisor's internal work rules and procedures and participants must follow HOST's or Host Site Supervisor's rules and procedures. In the event of a conflict between Employ Milwaukee's Manual and the HOST or Host Site Supervisor's rules and procedures, the HOST or Host Site Supervisor's rules and procedures shall prevail.
- #10. Employ Milwaukee agrees HOST will not pay any overtime for the participants. HOST further agrees that unless previously authorized by Employ Milwaukee, the Host Site Supervisor will not be responsible for any overtime and associated costs incurred as a result of the participants working overtime, unless previously authorized by Employ Milwaukee, HOST and Host Site Supervisor.
- #11. HOST and Host Site Supervisor agrees that participants will not drive any vehicle for the HOST or Host Site Supervisor, nor will HOST or Host Site Supervisor reimburse Employ Milwaukee or the participants for any travel expenses.
- #12. Employ Milwaukee agrees to comply with City of Milwaukee DPW requirements related to Residents Preference Program (RPP) reporting when applicable. Employ Milwaukee will ensure Host Site Supervisor and affiliates timely recording of participant's work hours in the LCPtracker monitoring software.

The Parties also mutually agree:

- #1. Employ Milwaukee agrees to recruit, screen and match applicants interested in job requirements established by the HOST and Host Site Supervisor. Employ Milwaukee shall be the employer of record for all participants.
- #2. Employ Milwaukee and Training Partner agree to share information and tools and/or instruments used to screen applicants with HOST. 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 and Host Site Supervisor reserves the right to determine which candidates will in fact be placed. Placement is contingent upon final interviews if conducted by HOST and/or Host Site Supervisor. After an accepted offer, placement is contingent upon successful completion of a drug screen Further, HOST and Host Site Supervisor reserves the right to remove any candidate after placement that violates any HOST or Host Site Supervisor work rule, or that, in its discretion, it deems unsatisfactory. The HOST reserves the right to discipline participants pursuant to the HOST's or Host Site Supervisor's Work Rule and Policies.
- #4. Employ Milwaukee agrees to implement pre-employment drug screenings as a condition of placement and that the participants may be subject to reasonable suspicion drug and alcohol testing during the course of their placement. Employ Milwaukee agrees to pay the costs associated with pre-employment and post-employment screenings.

#5. The HOST and Host Site Supervisor 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 Employ Milwaukee's designated person pursuant to HOST and Host Site Supervisor's normal procedures. Employ Milwaukee will establish injury reporting procedures with each Host Site Supervisor and HOST. Injury procedures must include multiple points of contacts from Employ Milwaukee staff to ensure an immediate response and reporting to the worksite location in the event of a participant injury.

#6. All participants shall be required to read and sign an acknowledgement of receipt of Employ Milwaukee's Work Rules and Policies.

#7. HOST and Host Site Supervisor worksite supervisors need to attend an orientation session provided by Employ Milwaukee staff or their representatives; 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.

Employ Milwaukee agrees to incorporate the relevant information into the orientation of youth workers. This information will include all applicable work rules and protocols of the HOST, Host Site Supervisors, 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 and Host Site Supervisor shall have the authority to conduct its own investigation into the circumstances relating to participant complaints. In that event, HOST and Worksite Supervisor will proceed with its investigation and will share information with Employ Milwaukee. HOST and Host Site Supervisor 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 and Host Site Supervisor 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 and Host Site Supervisor 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 and Host Site Supervisor 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 or Host Site Supervisor. 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, and Employ Milwaukee Board of Directors who may be visiting various HOST's and Host Site Supervisor's worksite locations will comply with the appropriate HOST and Host Site Supervisor protocol. Specifically, Employ Milwaukee understands that access to non-public areas of HOST or Host Site Supervisor facilities is restricted and may require signing in, escort by HOST or Host Site Supervisor staff and an appropriate identification card. Furthermore, certain assignments may require advance notice to HOST and Host Site Supervisor 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 HOST and Host Site Supervisor is aware of any Nepotism conflict or situation. HOST, Host Site Supervisor 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 and Host Site Supervisor as an additional insured providing for a thirty (30) day notice to the HOST and Host Site Supervisor 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, HOST and Host Site Supervisor 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, HOST and Host Site Supervisor 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 the provisions of this Agreement and the Site Supervisor Worksite Manual, this Addendum controls.

- #20. 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 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
Address (include street, city, state, zip)	
Contact Person/Title	Phone Number
Email Address	Fax Number
HOST Authorized Signature	Date

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

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

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

This Agreement is made and entered into as of the _____ day of _____, 2020, 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 UMOS pursuant to Common Council File #191714 , (“the Resolution”), and has executed agreements with UMOS for participation in that Program in 2020; and

WHEREAS, Pursuant to the Resolution, the City has allocated funding for the TJ Program in 2020, 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, 2020, the City shall reimburse Employ Milwaukee for invoiced costs to provide workforce development services supporting the TJ program in 2020, as outlined in Article II.

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 2020 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 2020 TJ participants are co-enrolled in services available through the Workforce Innovation Opportunity Act (WIOA) approximately half-way through their TJ Program and that WIOA will continue to be provided until TJ participants gain employment, decline to participate or are no longer eligible for any services. Employ Milwaukee will be reimbursed at a rate of \$250 per every TJ participant enrolled in WIOA and who attended, in person, more than one WIOA orientation, meeting and/or associated event.

Employ Milwaukee shall execute the delivery of services as outlined in the Compete Milwaukee Project Implementation Plan, in conjunction with the finalized process flow, organization matrix and any associated planning documents. Employ Milwaukee will verify the accuracy of the Project Implementation Plan with designated City staff by May 1, 2020 to ensure the accuracy of the information within the Project Implementation Plan.

Employ Milwaukee shall provide the City information once a year regarding post-TJ Program unsubsidized employment tracking of TJ Program participants. That information will include, but is not limited to available: 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. The City shall compensate Employ Milwaukee at a rate of approximately \$25 for unsubsidized tracking services provided per former TJ Program participant, plus 15% administration costs associated with staff time.

Employ Milwaukee, along with WIOA adult and dislocated service providers, shall collaborate 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. The City's designated training partner, WRTP/Big Step, shall collaborate with Employ Milwaukee and designated service providers to provide pre-scheduled designated dates, times and locations for these services to be carried out.

Employ Milwaukee, along with WIOA adult and dislocated service providers, shall ensure their program services and business services divisions engage TJ participants in workforce development services, including WIOA, barrier remediation, career counseling and direct placement referrals to employment and training opportunities. WRTP/Big Step, shall collaborate with Employ Milwaukee and designated service providers to provide pre-scheduled designated dates, times and locations for these services to be carried out.

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 two written Activity Reports to the City for workforce development services. The update report shall be provided roughly two weeks prior to City of Milwaukee Budget Hearings and the final report shall be provided prior to the end of the calendar year or as requested in writing. 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. Employ Milwaukee shall manage and coordinate services within this agreement.

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 2020.

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 2020. 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 2020.

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:

Jeffrey Polenske 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:

Mark Kessenich
Interim 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

_____ Date: _____
Sharon Robinson
Director, Department of Administration

Approved as to content, form and execution
this ____ day of _____, 2020.

Assistant City Attorney

EMPLOY MILWAUKEE

_____ Date: _____
Mark Kessenich,
Interim Chief Executive Officer, President

**WORKSITE AGREEMENT BETWEEN THE CITY OF MILWAUKEE AND
CONTRACTOR FOR PARTICIPATION IN THE YOUNG ADULT WORK
AGREEMENT OPPORTUNITY PROGRAM**

This Worksite Agreement, (the “Agreement”), is made and entered into this _____ day of _____, 2020, by and between the City of Milwaukee, a municipal corporation organized under the laws of the State of Wisconsin, acting by and through its Commissioner of Public Works or Commissioner or Department of Neighborhood Services, (the “City”), and _____, _____, (the “Contractor”).

Whereas, in 2020, the City and Employ Milwaukee seek to utilize the transitional jobs model and open up another avenue for work experience and future employment; and

Whereas, working with Employ Milwaukee’s out-of-school and in-school youth young adult populations, (the “Participants”), the 2020 program will partner with certain City contractors to get Participants working with participating contractors who might provide even more post-program hiring opportunities; and

Whereas, Employ Milwaukee will serve as the employer of record, payroll administrator, and pay the Participants base wages from federal WIOA Title I and other available funding sources. The City will provide “wrap-around” training and CDBG funds will pay program coordination costs and/or pay a wage supplement to Participants to increase the Participants’ wage to the City’s non-poverty wage rate. WRTP will provide “wrap-around” training and Career Pathways services; and

Whereas, Contractor wishes to participate in this program, and in the event it is awarded a City contract in the normal course of City procurement, Contractor agrees to serve as a work site for Participants upon completion of sufficient training to enable Participants to engage in the program; and

Whereas, the City and Employ Milwaukee have entered into a Young Adult Agreement/Worksite Agreement, (“Worksite Agreement”), pursuant to which the City has agreed to assume certain responsibilities for Participants in the program; and

Whereas, by this Agreement, Contractor agrees to assume the responsibilities outlined under the Worksite Agreement;

Now therefore, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the City and the Contractor hereby agree as follows:

City Responsibilities

1. The City will award all work to Contractor, and its other contractors, in the normal course of business, for the duration of this Agreement.

2. The City will execute the Worksite Agreement prior to the placement of any Participants with the Contractor, a copy of which is attached to this Agreement as Exhibit A.
3. The City will monitor the Worksite Agreement to ensure that Employ Milwaukee is complying with its obligations under the Worksite Agreement.
4. The City will execute an Agreement with WRTP for Career Pathway Services, (“WRTP Agreement”), a copy of which is attached to this Agreement as Exhibit B, and will monitor the WRTP Agreement to ensure that WRTP is complying with its obligations under the WRTP Agreement.
5. The City will ensure Participants are compensated by Employ Milwaukee at the City’s existing City’s non- poverty wage rate requirement contained in MCO 310-17.

Contractor Responsibilities

1. When awarded City contracts in the normal course of City procurement, Contractor will accept the placement of participants on job sites located within the City of Milwaukee. The City and Contractor will cooperate to determine appropriate opportunities for the placement of Participants after contract award.
2. After a determination is made that a City contract presents an appropriate opportunity for the placement of a Participant/s, Contractor shall coordinate with Employ Milwaukee to effectuate the placement of a Participant/s. When it accepts a placement, Contractor agrees to comply in all respects with the provisions of the Worksite Agreement with regard to the placement/s. Such placement/s will require Contractor to cooperate and work with the City, Employ Milwaukee, and WRTP to effectuate the purposes of the program.
3. Any issues or concerns with the program, Employ Milwaukee’s performance, WRTP’s performance, or the performance of a Participant under the program should be brought to the City’s attention in the course of Contractor’s performance of the underlying contract.
4. Participants may be placed with Contractor’s subcontractor/s job sites located within the City of Milwaukee. Subcontractor/s may be allowed to fulfill some or all Contractor’s responsibilities under this Agreement upon approval of the City, which shall not be unreasonably withheld. However, at all times, the Contractor shall remain responsible for ensuring that all of Contractor’s duties outlined in this Agreement are fulfilled.

General Provisions

1. The term of this Agreement shall commence on the date indicated in the first paragraph and shall end on December 31, 2020.
2. 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 occasioned by the first Party's negligence or by the negligence of any of its employees.
3. 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 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. The invalidity of any provision, term, or condition of this Agreement shall not render any other provision, term, or condition of this Agreement invalid or unenforceable.
4. 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.* Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under the law due to its fault. Except as otherwise authorized, such records shall be maintained for a period of seven years after termination of this Agreement.
5. This Agreement shall be governed by the laws of the State of Wisconsin. Any litigation relating to this Agreement must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month, and year set forth above.

CONTRACTOR

By: _____

Its: _____

CITY OF MILWAUKEE

By: _____

Its: _____

Examined and approved as to Content, Form, and Execution
This ____ day of _____, 2020

Assistant City Attorney

Contract Between

WRTP, Inc. and City of Milwaukee.

Contract Period: January 1, 2020 through March 1, 2021

THIS Contract is made and entered into as of this ____ day of _____ 2020, 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 at training worksite locations to individuals participating in the City of Milwaukee – Compete Milwaukee Young Adult Career Connection Initiative 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, 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. WRTP will further work with agencies and partners identified by the City of Milwaukee to assist in carrying out the scope of services within this contract.

Deliverables:

Participants Description

18 Participant Skills Assessment & Case Management Services: In partnership with 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 utilize a wraparound case management model directly related to employability. This is an intensive, participant care management process for individuals who may have serious job placement barriers. WRTP will provide all services in a culturally and linguistically competent manner.

Case Management Phase 1 (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.

The IEP shall include the goals for the TJ participant. Goals will include educational attainment, credential achievement, barrier remediation, specific occupational skills attainment, short-term and long-term measureable personal and career goals 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 shall include assessment of the participant's employment aptitudes, interest and acquired job skills. The IEP may include the activities assigned to the TJ participant which are designed to meet their goals. WRTP shall document interactions with and about TJ participants, either in individual participant files or in Efforts to Outcomes (ETO).

By the end of the skills assessment process, the IEP shall include action steps/objectives and the appropriate combination of services and training needed to achieve each goal. WRTP shall collaborate with partner networks including 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, may utilize a customized (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.

Case Management Phase 2 (Barrier Remediation) - WRTP shall provide intensive job readiness training classes, focused on customer service, conflict management and/ or similar trainings which assist in preparing TJ participants for work on construction based and team oriented worksite locations. WRTP shall ensure, in collaboration with partner networks including Employ Milwaukee, that all interested and eligible TJ Program participants are provided direct pathways to enrollment in applicable employment and training programs.

WRTP shall further assist all TJ participants by facilitating trainings and direct access to needed community and supportive services. Referrals shall

include, but will not be limited to: transportation, driver's license recovery, 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.

Case management services will continue to be provided until TJ participant exits the TJ Program, or are no longer eligible for any services. As part of case management services all supportive services referrals are to be documented.

- 18 **Specialized Training & Career Planning:** WRTP shall ensure that specialized industry training is provided to TJ participants. Specialized trainings shall include, but will not be limited to: Driver's license training classes and acquisition, Commercial Learner Permit training classes and acquisition, intensive job readiness trainings, OSHA 10, Adult First Aid/CPR/AED, Residential Preference Program (RPP), Introduction to Construction Math, Introduction to Basic Blueprint Reading, Manufacturing Essential Skills, Entry-Level Construction Essential Skills, Introductions to Apprenticeships and Apprenticeship Readiness 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 staff will work with Employ Milwaukee's Job Mentor Placement Specialist who will also assist in providing barrier remediation services, job coaching and pathways to unsubsidized employment opportunities. WRTP will also provide other specialized training and certifications as determined appropriate through individual case management. WRTP shall notify and administer testing to TJ participants meeting basic eligibility requirements for all WRTP direct referral employment opportunities.

WRTP shall conduct resume and interview workshops. 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 directly notify and engage TJ participants in direct placement referrals to employment and training opportunities through both internal and partner networks. 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.

18 Direct Job Referral & Placement: WRTP as a continuation of workforce development career planning and intensive case management shall support TJ participants in gaining unsubsidized employment both during and immediately following TJ Program. In collaboration with partner networks including Employ Milwaukee, WRTP will make direct unsubsidized employment referrals to TJ participants and will be reimbursed for each TJ participant hired through job referral and placement efforts. WRTP is committed to the short and long term outcomes of TJ participants and recognize the goal of TJ program workforce development services is to successfully transition individuals to unsubsidized employment.

2. **Budget and Grant Period.** A total amount not to exceed \$36,000 in funds is available for WRTP eligible expenditures incurred in representing client referred within the performance period extending from January 1, 2020 to December 31, 2020 per the billing procedures outlined below. The \$36,000 budget is based on 18 TJ Program participants receiving workforce development services. The cost per each TJ participant in programming is \$2,000. If 17 TJ participants are placed, then the budget is reduced \$2,000 so the maximum budget amount for the grant period would be \$34,000. Based on this scale the final budget allocation is based on total number of TJ participants placed. WRTP will adhere to the scope of this Contract and those within the contract with the City of Milwaukee's Community Development Grants Administration.

3. **Record-Keeping.** WRTP will maintain records for each TJ participant, including the following services provide and received including documentation itemizing: Case Management – Phase 1 and Phase 2, Participant Skills Assessments and Individualized Employment Plan (IEP) tracking, Specialized Trainings/Certificates/Testing, direct job referral/placement and attendance sign-in sheet 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.

5. **Reporting.** WRTP shall submit two aggregate progress reports by: 1) Monday, August 31, 2020 and 2) December 31st, 2020. WRTP will provide a comprehensive report template to designated City staff by July, 31, 2020. The completed and accurate reports and template must be submitted on or before the deadline. It is the City's policy to pay all invoices within 30 days. Monthly invoicing must be supported by progress reports indicating TJ participants served, services provided, the type of service and the outcomes accomplished. All unsubsidized employment referrals must be substantiated by verifications of employment that include name of employer, type of business, dates of employment and have the original signature of the authorized company representative. Note: direct referral placements can include unsubsidized employment gained by a TJ participant after receiving workforce development services, such as resume workshops. Payment on a monthly invoice submitted may be delayed until all supporting documents are provided.

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 based on the total number of TJ participants receiving services. The delivery of services should closely match that of the 2019 young adult TJ Program. Variations to the delivery of services must be approved by the City of Milwaukee.

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:

Jeffrey Polenske, 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

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

Date