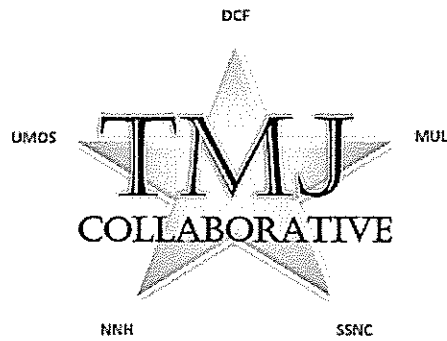


Exhibit A  
File # 140111

- Host Worksite Agreement - UMOS
- Host Worksite Agreement Addendum – UMOS
- Host Worksite Agreement – MAWIB
- Host Worksite Agreement Addendum – MAWIB



## TRANSFORM MILWAUKEE JOBS (TMJ) COLLABORATIVE HOST WORKSITE AGREEMENT

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

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

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

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

<b>Collaborative Name/Title (I have personally visited &amp; inspected Host work site)</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Fax Number</b>
<b>Collaborative Authorized Signature</b>	<b>Date</b>

## CITY OF MILWAUKEE TRANSITIONAL JOBS PROGRAM - COLLABORATIVE HOST WORK SITE AGREEMENT ADDENDUM

This Collaborative Host Work Site Agreement Addendum is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Milwaukee, acting by and through its Department of Public Works, hereinafter known as the HOST, and United Migrant Opportunity Services, hereinafter known as UMOS.

Whereas, this Agreement and Addendum are entered pursuant to Common Council File #140111, a substitute resolution relating to transitional job opportunities and the appropriation of funds for that purpose; and

Whereas, the Common Council of the City of Milwaukee has approved the implementation of a new Transitional Jobs Program and the use of fifty five (55) UMOS program participants to perform repair and maintenance of City streets, sewers, street lighting, hydrants, parking meters and parking spaces, debris collection, vehicle maintenance and other related activities for a period not to exceed 1,040 hours, with UMOS as the employer of record and DPW as the host worksite; and

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

Now therefore, the parties hereby agree as follows:

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

- #4. The HOST agrees to place up to 55 Subsidized Workers (SWs) in Subsidized Jobs at various worksites performing repair and maintenance of City streets, sewers, street lighting, hydrants, parking meters and parking spaces, debris collection, vehicle 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 conduct performance evaluations as required under the terms of this Agreement. Any training will occur during the course of the normal work week and HOST will not be separately compensated for training.
  - #6. UMOS will be the EMPLOYER OF RECORD for the SWs, and will be responsible for: (a.) all I-9 forms, (b.) all wages and payment, (c.) all payroll taxes, (d.) unemployment compensation taxes where applicable, (e.) workman's compensation insurance and (f.) all applicable reporting to the Internal Revenue Service.
  - #7. The HOST agrees to comply with the applicable provisions of the Transform Milwaukee Jobs Host Worksite Handbook and to adhere to UMOS' Employee Complaints procedure as described there-in. HOST will work with UMOS to address and resolve violations. The HOST will provide SWs copies of HOST's internal work rules and procedures and SWs must follow HOST's rules and procedures. In the event of a conflict between UMOS' Handbook and the HOST's rules and procedures, the HOST's rules and procedures shall prevail.
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- #8. HOST agrees that UMOS will not pay any overtime for the SWs. HOST further agrees that unless previously authorized by UMOS, the HOST will be responsible for any overtime and associated costs incurred as a result of the SWs working overtime. Subject to further agreement between HOST and UMOS concerning the operational details, UMOS understands and agrees that the HOST will supplement wages as required under Wisconsin Statute 66.0903 and Milwaukee Code of Ordinances 310-13, or any other applicable law. Unless subject to Wis. Stat. 66.0903, SW's shall be paid a rate of \$10.10, or the currently existing Service Contract Wage Requirements contained in MCO 310-13, whichever is higher.
- #9. HOST agrees that each SW will work at least 20 hours, but not more than 40 hours, weekly. HOST agrees that the employment length of each SW will not exceed 1,040 hours inclusive of all time spent on training and orientation (on and off-site). The provisions of this paragraph shall not require the HOST to provide 20 hours of work per week in the event of medical restrictions, absenteeism/tardiness, or SW requests for time off.
- #10. HOST agrees to submit log time sheets for hours worked by the SWs and will e-mail or fax the time sheets to the designated UMOS representative biweekly by 10:00 a.m. on Fridays, ensuring accuracy and verifying hours worked. UMOS will provide the HOST with a schedule of payroll and due dates.
- #11. HOST agrees that SWs will not drive any vehicle for the HOST, nor will UMOS reimburse the HOST or the SWs for any travel expenses.
- #14. UMOS agrees to provide the HOST with SW personnel information when requested in writing either when legally required or when both parties agree to the appropriateness of the request. HOST will maintain contact with the UMOS representative or designee, and provide feedback on the SW's performance, evaluations, name and contact information of immediate supervisor and other related information. This feedback may be provided by HOST using the Subsidized Worker Evaluation form.
- #16. The HOST affirms that the employment of SWs in no way impairs the recall of seasonally laid off employees and that any current vacant and authorized positions involved in street repair activities will be filled. The HOST affirms that the SWs are not being employed as replacement workers during a labor dispute or being used to replace any lay-off workers and that no employee has been displaced, terminated or had hours reduced with the sole purpose of employing SWs.
- #18. HOST will encourage SWs to apply for unsubsidized employment at the end of the employment time in accordance with civil services rules and procedures. The parties agree that providing unsubsidized employment for SWs is not a requirement of this agreement.
- #20. Each party hereby covenants and agrees to indemnify, defend, save and hold harmless the other, its agents and employees from all liabilities, claims, suits or losses or damages however occurring arising by reason or acts or omissions of its own officers, agents, or employees in connection with or in any matter related to this agreement from any and all parties or individuals whatsoever.

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

- #21. UMOS agrees to execute a recruitment plan and to screen applicants in accordance with the requirements of the Transform Milwaukee Jobs Program and the job requirements as documented in the job descriptions. UMOS agrees to refer at least 70 participants to the City of Milwaukee for consideration for 55 SW placements.
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- #22. 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 final interviews by the HOST based on preliminary screening and to only refer applicants who meet the specified required Knowledge, Skills, and Abilities.
- #23. UMOS agrees that the referral of applicants may not result in placement of all candidates and that the HOST reserves the right to determine which candidates will in fact be placed. Placement is also contingent upon final interviews and successful completion of pre-employment drug screening and completion of pre-employment medicals administered after an accepted offer of employment. 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.
- #24. UMOS agrees to work with the HOST to implement pre-employment drug screenings as a condition of placement and that the SWs may be subject to random and reasonable suspicion drug and alcohol testing during the course of their placement. The HOST agrees to pay the costs associated with pre-employment and post-employment screenings. Further, the HOST's Department of Employee Relations will conduct background checks, and make recommendations to the HOST's Department of Public Works, 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.
- #25. In the event of a minor accident, injury, or illness, the SW has the discretion to seek medical attention. The HOST has full authority to determine if restricted or light duty work is available if the SW is subject to medical restrictions, whether or not the accident, injury, or illness occurred on the job. Any reports relating to a worksite injury shall be reported by HOST's Office Assistant pursuant to HOST's normal procedure.
- #26. All SWs shall be required to read and sign an acknowledgement of receipt of HOST's Work Rules and Policies.
- #27. 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.
- #28. 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.
- #29. 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.
- #30. FMLA provisions shall not apply to SWs unless qualifying hours are achieved.
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- #31. HOST shall make any religious accommodations pursuant to its normal procedures.
- #32. 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.
- #33. 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.
- #34. 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.
- #35. 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.
- #36. 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.
- #37. 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 sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. HOST and ACTS will comply with all requirements imposed by or pursuant to the

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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.

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

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

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

- #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 is hereby designated as the HOST's authorized representative to enter, modify or amend the agreement during its term per section #19 of the attached Collaborative Host Worksite Agreement.

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

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



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**Countersigned: Comptroller**

**Date**

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

**Date**

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

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## Transform Milwaukee Young Adult Work Opportunity Agreement/Worksite Agreement

Milwaukee Area Workforce Investment Board, Inc., hereinafter referred to as MAWIB, is the region's leading workforce development coordination organization. This initiative is designed to assist young adults in entering work opportunities that will allow them to acquire practice and improve important work skills needed for ongoing workplace success.

Success for a participant is defined as starting subsidized work; retaining that job for 60 days; completing the 1,040 hours of subsidized work -- or starting an unsubsidized job prior to the completion of the 1,040 hours -- whichever comes first. The participant needs to retain the unsubsidized position for a minimum of 60 days.

MAWIB and the City of Milwaukee, hereinafter referred to as Business Partner or the City, agrees to provide a temporary work opportunity for the participants listed in Exhibit B.

### **MAWIB 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. MAWIB is the Employer of Record and will pay subsidized participant wages at a rate of \$7.25 per hour for actual hours worked as well as contributions for payroll taxes and Worker's Compensation.
5. MAWIB will compensate the participant on its internal and/or funder's payroll schedule, which may not align with Business Partner's payroll schedule.
6. Provide timesheets for participant and Business Partner to record hours worked and evaluate participant's level of work readiness.
7. Follow up regularly with the Business Partner and participant to ensure the work opportunity is productive for all parties.
8. Hours worked by participant needs to be submitted in the MAWIB-prescribed manner and on a timely basis, ensuring accuracy and verifying hours worked MAWIB will provide the business partner with a schedule of payroll and due dates.
9. Provide business partner with participant personnel information when requested in writing and when both MAWIB and the City of Milwaukee agree to the appropriateness of the request. Business partner will maintain contact with the MAWIB representative or designee, and provide feedback on the participant's performance, evaluations, name and contact information of immediate supervisor and other related information.
10. Unless otherwise provided by the worksite, MAWIB will provide, at its own expense, the participant with any tools, equipment, safety gear and/or uniforms required to perform the work at the worksite

### **The City of Milwaukee Agrees to:**

1. Provide a temporary work opportunity and work-related supplies and tools for referred participants, consistent with job description and worksite policies and conditions.
2. Ensure appropriate supervision for participant while at the worksite.
3. Ensure accurate completion and submission of participant's timesheet, and provide feedback about the participant's progress regarding work traits.
4. Maintain regular communications with MAWIB regarding participant, and contact MAWIB immediately regarding any participant-related issues.
5. Ensure the worksite complies with all applicable federal, state, and local employment, health, and safety laws and regulations.

6. Refrain from using participants to displace or reduce employment and/or promotional opportunities for existing employees or those in layoff status.
7. Inform MAWIB of any collective bargaining issues that may impact participant's worksite.
8. Strongly consider participant for hire.
9. Business partner agrees to comply with MAWIB Worksite Handbook and to adhere to MAWIB's Employee Complaints procedure as describe there-in.
10. Business partner agrees that MAWIB will not pay any over-time for the participant. Business partner further agrees that unless previously authorized by MAWIB, the business partner will be responsible for any over-time and associated costs incurred as a result of the participant working over-time.
11. Business partner agrees that unless previously authorized by MAWIB, the participant will not drive any vehicle for the business partner, nor will MAWIB reimburse the business partner or participant for any travel expenses.

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

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

APPROVAL BY MAWIB

APPROVAL BY CITY OF MILWAUKEE

\_\_\_\_\_  
 AGENCY REP, JOB TITLE      DATE  
 AGENCY NAME  
 AGENCY ADDRESS  
 CITY, STATE, ZIPCODE  
 PHONE/FAX #  
 FEIN #  
 EMAIL ADDRESS

\_\_\_\_\_  
 AUTHORIZED REP, JOB TITLE      DATE  
 BUSINESS NAME  
 BUSINESS ADDRESS  
 CITY, STATE, ZIPCODE  
 PHONE/FAX #  
 FEIN #  
 EMAIL ADDRESS



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

This Young Adult Work Opportunity Agreement Addendum is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Milwaukee, acting by and through its Department of Public Works, hereinafter known as the HOST, and the Milwaukee Area Workforce Investment Board, hereinafter known as MAWIB.

Whereas, this Agreement and Addendum are entered pursuant to Common Council File #140111, a substitute resolution relating to transitional job opportunities and the appropriation of funds for that purpose; and

Whereas, the Common Council of the City of Milwaukee has approved the implementation of a new Transitional Jobs Program and the use of twenty (20) MAWIB program participants to perform City street maintenance, street lightning, sanitation, water distribution, repair and maintenance, and sewer maintenance activities for a period not to exceed 1,040 hours, with MAWIB as the employer of record and DPW as the host worksite; and

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

Now therefore, the parties hereby agree as follows:

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

MAWIB Agrees to:

- #4. MAWIB will be the EMPLOYER OF RECORD for the participants/Subsidized Workers, ("SWs"), and will pay subsidized participants wages at a rate of \$7.25 per hour for actual hours worked. MAWIB 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.
- #6. 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. MAWIB will provide the HOST with a schedule of payroll and due dates.
- #9. MAWIB 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 MAWIB 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 will be provided by HOST using a customized version of Host's Report on Probationary Service form.

City of Milwaukee Agrees to:

- #1. Provide a temporary work opportunity and work related supplies and tools for placed participants, consistent with job description and worksite policies and conditions. 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.

MAWIB agrees that "Job Club" participation will be on the SW's time and that participation will not conflict with scheduled and assigned work hours.

- #2. 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. Any training will occur during the course of the normal work week.
- #6. The HOST affirms that the placement of SWs in no way impairs the recall of seasonally laid off employees and that any current vacant and authorized positions involved in related infrastructure and maintenance 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.
- #8. HOST will encourage SWs to apply for unsubsidized employment at the end of the employment time in accordance with civil services rules and procedures. The parties agree that providing unsubsidized employment for SWs is not a requirement of this agreement.
- #9. The HOST agrees to comply with the applicable provisions of the Transform Milwaukee Jobs Site Supervisor Manual. HOST will work with MAWIB to address and resolve problems. 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 MAWIB' Manual and the HOST's rules and procedures, the HOST's rules and procedures shall prevail.
- #10. HOST agrees that MAWIB will not pay any overtime for the SWs. HOST further agrees that unless previously authorized by MAWIB, 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 MAWIB concerning the operational details, MAWIB understands and agrees that the HOST will supplement wages as required under Wisconsin Statute 66.0903 and Milwaukee Code of Ordinances 310-13, or any other applicable law. Unless subject to Wis. Stat. 66.0903, SW's shall be paid a rate of \$10.10, or the currently existing Service Contract Wage Requirements contained in MCO 310-13, whichever is higher.
- #11. HOST agrees that SWs will not drive any vehicle for the HOST, nor will MAWIB reimburse the HOST or the SWs for any travel expenses.

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

- #1. MAWIB agrees to execute a recruitment plan and screen applicants in accordance with the requirements of the Transform Milwaukee Jobs Program and the job requirements as documented in the job descriptions. MAWIB agrees to refer at least 35 participants to the City of Milwaukee for consideration for 20 SW placements.
- #2. MAWIB agrees to share information and tools and/or instruments used to screen applicants with the HOST. MAWIB 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. HOST reserves the right to determine if and when new transitional SW's should be referred by MAWIB to replace terminated workers or workers who drop out of the Program.

- #3. MAWIB 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 and successful completion of pre-employment drug screening and completion of pre-employment medicals administered after an accepted offer of employment. 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 Rule and Policies.
- #4. MAWIB agrees to work with the HOST to implement pre-employment drug screenings as a condition of placement and that the SWs may be subject to random and reasonable suspicion drug and alcohol testing during the course of their placement. The HOST agrees to pay the costs associated with pre-employment and post-employment screenings. Further, the HOST's Department of Employee Relations will conduct background checks, and make recommendations to the HOST's Department of Public Works, 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.
- #5. The HOST has full authority to determine if restricted or light duty work is available if a 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 by HOST's designated person pursuant to HOST's normal procedures.
- #6. All SWs 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 MAWIB staff or their representatives; rather, orientation 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 MAWIB of SW performance issues.
- #8. HOST shall have the authority to conduct its own investigation into the circumstances relating to SW complaints. In that event, HOST will proceed with its investigation and will share information with MAWIB. 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. MAWIB Grievance Procedure shall not apply to this Agreement.
- #9. Any MAWIB 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, MAWIB 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. 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.* MAWIB 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 MAWIB' 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.

- #12. In order to protect against potential liability arising out of the activities performed under this Agreement, MAWIB 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. MAWIB shall also maintain Worker's Compensation Insurance as required under Wisconsin Law, covering SWs and other employees. MAWIB shall submit a copy of a certificate/s of insurance evidencing such coverages. The HOST is self-insured.
- #13. 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 MAWIB' records with respect to the matters covered by this Agreement and MAWIB 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.
- #14. 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 MAWIB consents to the jurisdiction of such courts.
- #15. MAWIB 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 sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The 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.

MAWIB 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.

MAWIB 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.

#16. 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.

MAWIB 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. MAWIB 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. MAWIB further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of MAWIB 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.

#17. 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, (as amended by MAWIB and attached as Exhibit A), this Addendum controls.

#18. 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.

#19. This Agreement is effective from \_\_\_\_\_ to \_\_\_\_\_.

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

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

Countersigned: Comptroller

Date

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

Date

<b>Collaborative Name/Title (I have personally visited &amp; inspected Host work site)</b>	<b>Phone Number</b>
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<b>Email Address</b>	<b>Fax Number</b>
<b>MAWIB Authorized Signature</b>	<b>Date</b>