

# EXHIBIT A

## Contract Between

### WRTP, Inc. and City of Milwaukee.

**Contract Period: January 1, 2016 through December 31, 2016**

**THIS Contract** is made and entered into as of this \_\_\_\_ day of October 2016, by and between the City of Milwaukee, a municipal corporation acting by and through its Department of Administration, and the Wisconsin Regional Training Partnership, Inc., a Wisconsin non-stock corporation (hereafter WRTP).

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

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

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

Deliverables:

<b>Outcome</b>	<b>Description</b>
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85	<b>Case Management Services:</b> In partnership with UMOS and Employ Milwaukee, WRTP will manage an industry linked and coordinated case management strategy to identify individual needs and progress during the course of the program. WRTP will provide all services in a culturally and linguistically competent manner. WRTP will utilize a wraparound case management model directly related to employability. This is an intensive, participant care management process for individuals with serious job placement barriers. WRTP shall inform and provide basic information to applicants about other programs to include but not be limited to Child Support, Food Share Employment and Training (FSET); Children First, Child Welfare, Workforce Innovation Opportunity Act (WIOA), Temporary Assistance for Needy Families (TANF). WRTP shall assist Compete Milwaukee (CM) participants by facilitating access to needed
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community services provided by partner agencies and completing documented referrals for supportive services as needed. Supportive service referral shall include but will not be limited to transportation, driver's license recovery, driver's license acquisition, child care services, GED/HSED training and completion, other educational resources, AODA, mental health services and other services as determined by the (CM) participants. Agencies are strongly encouraged to link and share information with other community based service agencies, organizations and training providers in order to meet the CM participants' needs.

85 **Participant Skills Assessment:** WRTP will coordinate industry linked assessment utilizing WRTP's Skills Inventory Assessment tool and process, as well as conduct base TABE testing and other testing as needed for enrollment into training. 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 CM participants and enter those into ETO. The IEP shall include the goals for the CM participant. Goals will include but not be limited to educational attainment, credential achievement, barrier remediation, specific occupational skills attainment and job placement/retention. These goals shall correspond with the skills and interest of the CM participant. The IEP will address the barriers that have prevented the CM participant from finishing school or obtaining employment. The IEP shall include the record of the test result of the CM participant's educational level at project start. The IEP must include assessment of the participant's employment aptitudes, interest and acquired job skills. The IEP shall include all the activities assigned to the CM participant which are designed to meet their goals. The Agencies shall document interactions with and about CM participants in ETO. By the end of the career planning process, the IEP shall include both long-term and short-term verifiable and measurable career goals with action steps/objectives and the appropriate combination of services and training needed to achieve each goal.

65 **Specialized Training & Testing Leading to Placement:** WRTP shall ensure that specialized industry training is provided to CM participants in collaboration with the City of Milwaukee DPW – Commercial Drivers License and Confined Space Training. WRTP will coordinate preparation for the written component of the CDL testing as required to be eligible for hands on training and testing; through collaboration with DPW eligible individuals will enroll in an intensive four day hands on training and testing program to gain CDL licensure. WRTP and the City of Milwaukee Department of Public Works will provide Confined Space Training. WRTP will also provide other specialized training and certifications as determined appropriate through individual case management.

**Job Search Assistance:** In conjunction with or after specialized training & testing, WRTP shall offer up to 12 months of follow up for job search assistance and/or retention services to individuals referred by the City of Milwaukee or its designee. WRTP shall have strong follow-up and post-project support component for employment, skills-based education, training coordination and linkage that lead to apprenticeships for qualified CM workers. Post subsidized follow-up activities include: (1) continued work with the CM participant on unsubsidized job placement and retention; (2) once placed in employment, conducting the employment verification process; (3) working with CM participants on documented referral of post-secondary educational services if needed.

2. **Budget and Grant Period.** A total amount not to exceed \$140,000 in funds is available for WRTP eligible expenditures incurred in representing client referred within the performance period extending from January 1, 2016 to March 1, 2017 per the billing procedures outlined below.

3. **Record-Keeping.** WRTP will maintain records for each individual including completion of an Individualized Employment Plan (IEP), record of Assessments taken and attendance and completion of training and certifications completed/attained. 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 all required reports on a monthly basis. Monthly invoicing must be supported by a Report which includes (1) Activity Charts indicating training provided by individual (2) Sign In Sheets for proof of attendance (3) Verification of Employment forms for proof of unsubsidized employment. A reporting template is appended to this agreement. Monthly invoice and report submissions are due on the tenth day of the following month. Payment on a monthly invoice submitted may be delayed until all supporting documents are provided.

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

<b>Service/Unit Cost</b>	<b># Units</b>	<b>Total</b>
Participant Skills Assessment/\$250	85	\$21,250
Case Management Services – Phase 1/\$250	85	\$21,250
Case Management Services – Phase 2/\$250	85	\$21,250
Specialized Training/Certificate & Testing Leading to Placement/\$1,000	65	\$65,000
Job Search Assistance/\$250	45	\$11,250
<b>Total</b>	-	<b>\$140,000</b>

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:  
  
Administrator  
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:

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Mark Kessenich  
President & CEO

Date

City of Milwaukee:

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Sharon Robinson  
Director,  
Department of Administration

Date

Countersigned:

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Martin Matson

Approved as to Content, Form, and Execution:

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Assistant City Attorney