

**WORKFORCE DEVELOPMENT
PROGRAM AGREEMENT**

GREATER ARENA PROJECT

**PARK EAST
(TID NO. 48)**

1050-2015-2333;235941

**WORKFORCE DEVELOPMENT
PROGRAM AGREEMENT – GREATER ARENA PROJECT**

(TID NO. 48)

THIS AGREEMENT is made as of the 15th day of September, 2016 by and between the CITY OF MILWAUKEE, a Wisconsin municipal corporation (“CITY”), Deer District LLC, A Delaware limited liability company (“DEVELOPER”) and EMPLOY MILWAUKEE INC. (“EMI”), the workforce development board for Milwaukee County.

WITNESSETH

WHEREAS, In Common Council Resolution File No. 151547 adopted March 1, 2016, CITY’s Common Council approved Amendment No. 3 to the Project Plan for Tax Incremental District No. 48 – Park East (as amended, “TID No. 48”) in order to provide for the funding of certain TID No. 48 project costs;

WHEREAS, the Redevelopment Authority of the CITY of Milwaukee (“RACM”), CITY and DEVELOPER entered into a Cooperation, Contribution and Development Agreement dated as of December 22, 2015, and amended by the First Amendment to Cooperation, Contribution and Development Agreement dated September 20, 2016 (collectively and as amended, the “Development Agreement”) that included the basic terms for the development of the Greater Arena Project, as that term is defined in the Development Agreement; and

WHEREAS, CITY and DEVELOPER agreed to implement the Workforce Development Program, as described in Article VI of the Development Agreement, and to each contribute a minimum of \$375,000 within 4 years of December 22, 2015, to be used towards the Workforce Development Project; and

WHEREAS, the Development Agreement states that CITY and DEVELOPER may enter into one or more agreements related to the Workforce Development Program and the use of the funds contributed towards the Workforce Development Program; and

WHEREAS, CITY, EMI and DEVELOPER approved this Agreement and authorized its execution.

NOW, THEREFORE, in consideration of the premises and the mutual obligations hereunder, CITY, EMI and DEVELOPER hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

1 Definitions. Any capitalized terms not defined herein shall be defined as they are in the Development Agreement. In addition to the words and terms elsewhere defined in this

Agreement, the following words and terms when used in this Agreement shall have the following meanings:

“Agreement” means this Workforce Development Program Agreement, as the same may be from time to time modified, amended or supplemented.

“Assessment” means to personally interview Program Participants and potential participants and develop an individual case file including a WRTP/BIG STEP Program Application and/or a SkillSmart online submittal, a written assessment and recommendation for placement on a career track through referral to a Career Pathway/Training program or referral to a Community Workforce Partner.

“Budget” means a budget for the Program attached as Exhibit “A.”

“Career Linked Education and MC3 – MATC” means a portion of the Program that anticipates WRTP/BIG STEP partnering with Milwaukee Area Technical College (“MATC”) to recruit and enroll individuals into two sections of MC3 at the MATC Walker’s Point Campus utilizing MATC instructional staff and facilities. All students will be registered to with SkillSmart on first day of instruction. Estimated class section start dates are April 1, 2017 and August 1, 2017

“Career Pathway/Training” means for an individual Program Participant to be engaged/re-engaged in employment related training/preparation activity; i.e., apprenticeship prep/tutoring, ELCS Training or trades sponsored training/certification.

“Common Council” means CITY’s Common Council.

“Community Workforce Partner” means any of the following organizations: Northcott Neighborhood House, Milwaukee Christian Center, Journey House, Milwaukee Jobs Works Milwaukee Community Service Corp., Wisconsin Community Services, Legal Action of Wisconsin, the Center for Self Sufficiency, Milwaukee Urban League, Riverworks Center, the Literacy Services of Wisconsin, UMOS and YWCA.

“DOA” means CITY’s Department of Administration.

“ELCS Training” means WRTP/BIG STEP’s Entry-Level Construction Skills program described on Exhibit “B.”

“ETO” means EMI’s fiscal and data tracking system, which will be used to maintain records pertaining to Program Participants.

“First Source” means CITY’s First Source Recruitment Program as described in the Human Resources Agreement an exhibit to the Development Agreement.

“Force Majeure” means delays caused by adverse weather, acts of God, labor disputes, material shortages, terrorism, civil unrest, concealed and unknown site conditions and other causes outside of the control of the Party obligated to perform.

“FTE” means any regular, full-time position, or the equivalent thereof, where an employee is required, as a condition of employment, to work at least 40 hours per week and at least 2080 hours per year, including paid leave and holidays, and for which the employee receives pay that is equal to at least 150% of the federal minimum wage.

“General Contractor(s)” means any or all of the following: MA Mortenson Company, J.H. Findorff & Son, Inc., J.P. Cullen & Sons, Inc. and Hunzinger Construction.

“High School Based MC3 – MPS” means sections of MC3 for Milwaukee Public Schools (“MPS”) high school students to be scheduled for summer and fall of 2017 to be operated by WRTP/BIG STEP in partnership with MATC and MPS. Class sections will be held at MATC’s Walker’s Point campus. All students will be registered with SkillsSmart on first day of instruction. Summer classes will be combined with EMI’s Earn & Learn Community Work Partnership program to provide wages for students. Estimated class section start dates are June 12, 2017 and September 5, 2017. The June and September courses will be 25 students enrolled with 20 earning an MC3 credential.

“Intake” means initial contact with prospective participants in the Program through attendance at an orientation program, community outreach program, direct hire or recruitment event or through a direct referral by a Community Workforce Partner.

“Job Readiness Training” means a comprehensive set of discrete learning objectives that prepare a job seeker for job search, employment, and retention. Topics include personal/socialization skills, resume development, job application, job seeking skills, interviewing skills, and job retention skills.

“MC3” is a training option in WRTP/BIG STEP’s Apprenticeship Readiness Training described in Exhibit “B.”

“Party” means either CITY, DEVELOPER or EMI, as the context may require.

“Parties” means CITY, DEVELOPER and EMI.

“Placement” means placement of a Program Participant into employment in an apprentice, journey worker or non-apprenticeship classification, as evidenced by a VOE confirming not less than 45 days FTE employment within a six month period.

“Program” means the Workforce Development Program described in Article VI of the Development Agreement and provided for in this Agreement.

“Program Funding” means funding from TID No. 48 in the amount of \$375,000 from CITY and the contribution by DEVELOPER of \$375,000.

“Program Participant(s)” means an individual or individuals who has/have been determined to be eligible to participate in and who receive services under the Program. Participation shall be deemed to commence on the first day following determination of eligibility on which the individual began receiving subsidized training or other services provided for under this Agreement.

“Project Training Plan” means a written analysis of the training programs, as further described in Article II of this Agreement, which will be necessary to meet the workforce requirements for the Greater Arena Project identified in the Strategic Workforce Plan.

“RPP” means CITY’s Resident Preference Program.

“SkillsSmart” means the employer-driven, online hiring platform that matches job seekers to employment opportunities based on skills.

“Strategic Workforce Plan” means a written analysis of the needs assessment for the Greater Arena Project setting forth the number of workers from each trade necessary for construction of the Greater Arena Project and the approximate times they will be needed on the site for construction activities.

“Termination Date” is defined in Article VI of this Agreement.

“TID No. 48” is defined in the Recitals of this Agreement.

“TID Project Plan” means the Amended Project Plan for TID No. 48.

“VOE” means written verification of employment in a form reasonably acceptable to DOA.

“WRTP/BIG STEP” means a non-profit organization under 26 U.S.C. § 501(c)(3) that is a collaboration between Wisconsin Regional Training Partnership, Inc., a Wisconsin non-stock corporation, and BIG STEP, Inc., a Wisconsin non-stock corporation.

“WRTP/BIG STEP Apprenticeship Readiness Training” is further described in Exhibit “B” and means a full range of apprenticeship readiness services that are customized and combined based on: 1) skills required by the trades based on the specifications of individual development projects; 2) the education and training needs of individual job seekers who have varying levels of education, skills and work experience; and 3) knowledge of what gets RPP-certified individuals placed based on similar development projects. WRTP/BIG STEP Apprenticeship Readiness Training utilizes certifications deemed necessary and appropriate for the individual and the skills required by the trades and may include: Exploration of building trades, MC3 & ELCS Training (both as described in Exhibit “B”), various general and trade-specific certifications (need defined by the trade) such as job site safety, First Aid, OSHA 10, OSHA 30, CDL, Glazier/Brick Layer/Plumber/Electrician certification, and job readiness training. WRTP/BIG STEP Apprenticeship Readiness Training is recognized and certified by

the Wisconsin Department of Workforce Development, Bureau of Apprenticeship Standards, the Milwaukee Building & Construction Trades Council and affiliated trades, as well as contractors throughout the region as represented by Associated General Contractors of Milwaukee, Electrical Contractors (NECA), Mechanical Contractors (PMSMCA) and Allied Construction Employers Association.

2. Rules of Construction.

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The captions and headings herein are solely for convenience of reference only and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(c) Words of the feminine and masculine genders shall be deemed and construed to include correlative words of the opposite gender and neuter genders, and words of the neuter gender shall be deemed and construed to include correlative words of the masculine and feminine genders.

ARTICLE II

BACKGROUND / DESCRIPTION OF PROGRAM

1. EMI shall act as the lead entity to develop and implement the Program, which constitutes the workforce development and capacity building component of the Greater Arena Project. In collaboration with CITY, DEVELOPER and in partnership with contractors and related trades, EMI will provide DEVELOPER with assistance in meeting the overall workforce needs of the Greater Arena Project and meeting the requirement of 40% RPP participation on construction of the Greater Arena Project as required by the Human Resources Agreement. As a strategic partner of DEVELOPER and its General Contractor(s) for the Greater Arena Project, EMI will provide leadership and expertise at all phases of the Greater Arena Project construction. EMI will also serve as the First Source agent for the Greater Arena Project and in such capacity, shall act as broker with the construction trades and contractors to ensure the Greater Arena Project has access to skilled and qualified workers to meet workforce demands.

2. EMI may work in cooperation with WRTP/BIG STEP to meet the objectives of this Program, but WRTP/BIG STEP is not a party to this Agreement. WRTP/BIG STEP has a long standing partnership with the construction industry in such capacity and further has developed the ability to ensure workforce objectives are met related to performance and community impact.

3. EMI will create a Strategic Workforce Plan with DEVELOPER and the General Contractor(s) to identify the specific needs for and availability of workers to meet demand and

workforce participation goals for the Greater Arena Project. EMI will work cooperatively with DEVELOPER, CITY, the General Contractor(s), the Milwaukee Building & Construction Trades Council and other construction industry contractor associations to facilitate relationships to share key information and to create the Project Training Plan to ensure implementation of employment and training strategies that are responsive to the needs of the Greater Arena Project and Program Participants.

4. The Project Training Plan is comprised of three parts:
 - (a) Adult training activities in the construction industry connected to career pathways into apprenticeship and/or employment.
 - (b) Youth training activities in the construction industry connected to career pathways into apprenticeship and/or employment.
 - (c) Job placement on the Greater Arena Project.
5. EMI may utilize the WRTP/BIG STEP Apprenticeship Readiness Training for the Program
6. DEVELOPER will work collaboratively with members of CITY's Common Council, the Milwaukee Building and Construction Trades Council, EMI, WRTP/BIG STEP and Community Workforce Partners to undertake outreach efforts and recruit CITY residents who meet the RPP qualifications.
7. EMI will assist individual construction trades and contractors in developing strategies to identify and assist current workers with needed skill upgrades and other necessary support. EMI may work in cooperation with WRTP/BIG STEP to provide these services.
8. The identification and recruitment of individuals with previous experience and skills in the construction industry will also be an important component of the Program. Working with the construction and trades and other Greater Arena Project participants, EMI will serve as a central connection point for CITY residents to participate in general orientation sessions and specialized construction recruitment programs for individual trades. EMI will utilize social media, community and public networks, and traditional community education and outreach to promote employment and career opportunities on the Greater Arena Project. EMI may work in cooperation with WRTP/BIG STEP to provide these services.
9. EMI has a standard set of assessment services to prepare individuals for training programs. Each individual Program Participant will be assessed utilizing a standard menu of assessment and career planning tools, including: (i) assessment to determine goals, interests, abilities and potential barriers to employment; (ii) orientation to working conditions; (iii) Test for Adult Basic Education (TABE) assessment; (iv) Accuplacer Test; and (v) Mod-U-Math Exam. The foregoing will be coupled with individual interviews to review applications, test scores, career interests, employment history, compatibility with the construction industry, and to evaluate each potential participant's attitude, aptitude, physical fitness, ability to pass a drug test

and overall work ethic. EMI may work in cooperation with WRTP/BIG STEP to provide these services.

10. EMI utilizes a construction industry engaged model in the selection and placement of candidates into training and employment tracks. EMI programs are based on eligibility and qualification requirements determined by the construction industry and those standards are applied to skills training programs and direct re-employment opportunities. EMI will recruit, assess, and select candidates based on each construction trade's standards and implement a career pathway approach to ensure Program Participants are placed at an appropriate starting point which leads to skills acquisition, apprenticeship qualification, and Placement. EMI may work in cooperation with WRTP/BIG STEP to provide these services.

11. Placement on the Greater Arena Project will be determined by the availability of work. EMI will implement recruitment, preparation, and Placement activities to coincide with construction industry demands for various phases of Greater Arena Project construction. Based on anticipated Greater Arena Project workforce demands, EMI anticipates rapid Placement of skilled returning workers as well as new entrants. EMI will also facilitate informal mentoring assistance to promote retention of new and existing employees, thereby ensuring that those achieving Placement in employment sustain their attachment to the labor force and advance in their chosen fields. Specifically, as Program Participants move into apprenticeships, EMI will work with Joint Apprenticeship Committees, committees is comprised of local members from labor and management that sets standards (prerequisites and requirements) that applicants must meet to qualify for an apprenticeship with approval from the Bureau of Apprenticeship Standards, to offer assistance to those who are at risk of removal from the apprenticeship program. EMI may work in cooperation with WRTP/BIG STEP to provide these services.

ARTICLE III

EMI RESPONSIBILITIES

In addition to the duties described in Article II, during the term of this Agreement EMI shall:

1. File the Strategic Workforce Plan with DOA within 60 days following execution of this Agreement and file the Project Training Plan with DOA and Department of Administration-Office of Small Business Development in accordance with Article III.C. of the Human Resources Agreement within 90 days of filing the Strategic Workforce Plan.

2. Evaluate not less than 1,000 individuals through various Intake programs and efforts. All evaluated individuals that are eligible for RPP certification shall be certified as part of the Intake process.

3. Complete Assessment of not less than 500 individuals.

4. Provide workforce development services for not less than 200 Program Participants.

5. Train not less than 180 youth and adult Program Participants, of which 40 will be high school students, 40 will be post-secondary school students and 100 will be adults over the age of 18.

6. Connect not less than 100 Program Participants to employment.

7. Achieve Placement and 45-day retention for not less than 75 Program Participants.

8. Work cooperatively with DEVELOPER, WRTP/BIG STEP and Community Workforce Partners in meeting the foregoing requirements. Copies of all agreements between EMI, WRTP/BIG STEP and/or Community Workforce Partners for implementation of the Program shall be provided to DOA.

9. Comply with all Program reporting requirements under Article VI and appear before CITY's Steering and Rules Committee or Zoning Neighborhoods and Development Committee, as requested by CITY or DOA, to provide Program progress reports.

10. Expend no more than 12% of the Program Funding on Program administration costs.

11. Enroll Program Participants in the Workforce Innovation and Opportunity Act (WIOA)¹ and other employment and training programs administered by EMI, based on Program Participant eligibility and contingent on available funding. Co-enrollment opportunities must be consistent with the Project Training Plan to provide Program Participants with skills directly related to identified job opportunities on the Greater Arena Project.

12. As part of the Career Linked Education and MC3 – MATC, produce the following deliverables:

- a. Fifty individuals enrolled in SkillSmart through the course with an anticipated 80% completion rate. Each section of the course will result in at least 25 individuals enrolled.
- b. Forty individuals earning an MC3 credential.

13. As part of the High School Based MC3 – MPS, combine EMI's Earn & Learn Community Work Partnership program to provide wages for students in the summer course.

14. As part of the High School Based MC3 – MPS, produce the following deliverables:

¹ See <https://www.doleta.gov/wioa/>

- a. Fifty individuals enrolled in SkillSmart.
- b. Forty individuals earning an MC3 credential.

ARTICLE IV

CITY RESPONSIBILITIES

During the term of this Agreement, CITY shall:

1. Assist EMI in the review and approval of the Strategic Workforce Plan and Project Training Plan.
2. Fund \$375,000 of the Program Funding to be expended as described in the Budget.

ARTICLE V

DEVELOPER RESPONSIBILITIES

During the term of this Agreement, DEVELOPER shall:

1. Fund SkillSmart as described in the Budget and administer it for the Program.
2. Fund \$175,000 for the purposes described in the Budget and pursuant to Article VIII of this Agreement.
3. Provide copies of invoices and proof of payment for SkillSmart program to City of Milwaukee, Department of Administration.
4. As part of the Career Linked Education and MC3 – MATC, facilitate a site tour of Greater Arena Project for all students.
5. As part of the High School Based MC3 – MPS, facilitate a site tour of the Greater Arena Project for all students.
6. Upon request report to the Common Council outcomes of SkillSmart and outreach efforts.
7. Work cooperatively with the CITY and EMI to fulfill Program requirements.
8. Provide monthly list of SkillSmart applicants to the City of Milwaukee Department of Administration-Office of Small Business Development who have been referred to construction career training and/or placed on the Greater Arena Project

ARTICLE VI

REPORTING

1. During the term of this Agreement, DEVELOPER & EMI shall file monthly reports with DOA, in a form and format specified by DOA, summarizing the number of Program Participants processed through Intake and Assessment, the number of Program Participants referred to either a Career Pathway/Training program or a Community Workforce Partner, the type of training provided and certification earned and the number of Program Participants who commence employment and achieve Placement.

2. The Parties anticipate that reporting will be provided on written forms adapted from the forms attached as EXHIBITS C and D and also electronically using ETO. Notwithstanding the foregoing, EMI and DOA anticipate meeting on a periodic basis to review and update the reporting procedures and processes utilized hereunder.

3. The Parties acknowledge that the Program is partially funded by TID No. 48 and is applicable only to the Greater Arena Project. Notwithstanding the foregoing, EMI shall track the employment of Program Participants on jobs and projects other than the Greater Arena Project in order to allow CITY to evaluate the community-wide impact of the Program.

4. In its review of EMI's performance under this Agreement, CITY may consider supplemental tracking of Program Participants.

ARTICLE VII

TERM

The term of this Agreement shall commence upon execution of this Agreement and terminate upon the issuance of the certificate contemplated by Section 229.42(4e)(d) of the Wisconsin Statutes (the "Termination Date").

ARTICLE VIII

DISBURSEMENTS

Program Funding shall be disbursed in accordance with the timeframes described below and with procedures specified by DOA to be expended as described in the Budget.

1. CITY shall fund \$375,000 to EMI upon execution of this Agreement and in receipt of an invoice.

2. DEVELOPER shall fund \$175,000 in two (2) equal installments with \$87,500 due June 1, 2017, and \$87,500 due June 1, 2018, upon receipt of an invoice from EMI.
3. DEVELOPER shall fund \$200,000 for SkillSmart directly to the provider of the SkillSmart software system on the schedule required by that provider.

ARTICLE IX

COVENANTS: BINDING UPON SUCCESSORS

It is intended and agreed that the covenants of EMI provided in this Agreement shall be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by CITY or DEVELOPER, against EMI or any successor to EMI's interest in this Agreement. Notwithstanding an earlier termination date, EMI's obligation to file reports under Article VI shall survive any termination of this Agreement until the filing of a final Program report.

ARTICLE X

DEFAULT PROVISIONS

If any Party shall default in the performance or observance of any of the covenants, agreements or conditions on the part of such Party set forth in this Agreement and the continuance thereof for 30 days following receipt of written notice from the another Party or Parties specifying such default and requesting that it be corrected; it is hereby defined as and declared to be and to constitute an "Event of Default" under and for purposes of this Agreement.

ARTICLE XI

REMEDIES

If an Event of Default shall occur, and after notice and the applicable period to cure as provided in this Agreement, the aggrieved Party or Parties may pursue any available remedy, either at law or in equity, against the Party in default, including but not limited to withholding disbursement of Program Funding.

ARTICLE XII

INSURANCE

EMI shall provide, or cause to be provided, general liability insurance in the types and amounts set forth on Exhibit E attached hereto and made a part of this Agreement. EMI shall furnish CITY and DEVELOPER a certificate or certificates of insurance naming CITY and DEVELOPER as additional insured with respect to the insurance provided pursuant to this

section. Each such certificate shall provide that the insurance company will furnish CITY and DEVELOPER with a 30 day written notice of cancellation, non-renewal or material change.

ARTICLE XIII

INDEMNIFICATION

All Parties agree to indemnify and hold harmless the other Parties, their officers, employees, officials and agents (collectively, the "Indemnified Parties") from and against any and all losses, claims, damages, expenses and all suits in equity or actions at law (including reasonable counsel fees) and liabilities arising from, in connection with, or as a result of the Party's default, negligence, willful acts or misconduct under this Agreement. Nothing in the foregoing indemnity shall protect the Indemnified Parties against their own default, negligence, willful acts or misconduct.

ARTICLE XIV

FORCE MAJEURE

No Party to this Agreement, nor such Party's successor in interest, shall be considered in breach or default of its obligations under this Agreement in the event of Force Majeure applicable to that Party. The time for the performance of an obligation under this Agreement which is subject to Force Majeure shall be extended by a period of time commensurate with the nature of the event of Force Majeure or as otherwise mutually agreed by the Parties.

ARTICLE XV

CONFLICT OF INTEREST: REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No official, agent or employee of any Party shall have any personal financial interest, direct or indirect, in this Agreement, nor shall any such official, agent or employee participate in any decision relating to this Agreement which affects such person's personal interests or the interests of any corporation, partnership or association in which such person is, directly or indirectly, interested. No official, agent or employee of any Party shall be personally liable to another Party, or any successor in interest, in the event of any default or breach by such Party or for any amount which may become due to another Party under the terms of this Agreement.

ARTICLE XVI

RECORDS

A. EMI shall keep accurate, full and complete books and accounts with respect to the costs of implementing the Program and shall include a provision in all its contracts requiring its contractors and subcontractors to do the same including, but not limited to WRTP/BIG STEP. All such books and accounts shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of seven years subsequent to the termination of this Agreement.

B. CITY's Comptroller shall have the right, upon reasonable notice to EMI, its contractors or subcontractors as the case may be, to examine the books and accounts of EMI, its contractors or subcontractors relating to the Program during normal business hours.

ARTICLE XVII

NOTICES

Any written notice required to be sent to any Party shall be forwarded to the following, as applicable:

CITY:

City of Milwaukee
200 East Wells Street
Milwaukee, WI 53202
Attn: Department of Administration

With a copy to:

Office of City Attorney
800 City Hall
200 East Wells Street
Milwaukee, WI 53202

EMI:

Employ Milwaukee
2342 N. 27th Street
Milwaukee, WI 53210
Attn: President/CEO

DEVELOPER:

Deer District LLC
1543 North 2nd Street, 6th Floor
Milwaukee, WI 53212
Attn: Alicia Dupies

ARTICLE XVIII

LIMITATION OF WAIVERS

If any term contained in this Agreement is breached by any Party and thereafter waived by the other Parties, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same or other or any future breach under this Agreement on any other occasion. No remedy conferred upon or reserved to any Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and

shall be in addition to every other remedy given under this Agreement. No delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. To entitle any Party to exercise any remedy reserved or available to it, it shall not be necessary to give any notice other than such notice as may be expressly required by this Agreement.

ARTICLE XIX

AMENDMENTS

This Agreement shall not be amended, changed, modified, altered or terminated without the written consent of all Parties.

ARTICLE XX

SUCCESSORS

The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

ARTICLE XXI

GOVERNING LAW AND TERMINATION

The laws of the State of Wisconsin shall govern this Agreement. This Agreement shall terminate on the Termination Date.

ARTICLE XXII

SEVERABILITY

If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, in all cases where such provision conflicts with any other provision or provisions hereof or any constitution, statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the remaining portions of this Agreement, or any part thereof.

ARTICLE XXIII

CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

ARTICLE XXIV

APPROVALS

Whenever in this Agreement the consent or approval of CITY is required or the discretion of CITY may be exercised, the CITY's Commissioner of City Development shall have the authority to provide such consent or approval or to exercise such discretion. Any and all approvals and consents required of any Party hereunder shall not be unreasonably withheld or unduly delayed and shall be granted or withheld consistent with the agreements of the Parties set forth in this Agreement and the Development Agreement.

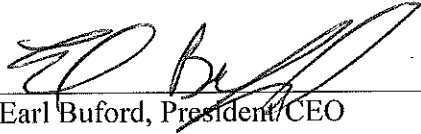
ARTICLE XXV

COUNTERPARTS

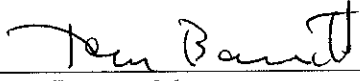
This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Any Party may execute this Agreement by facsimile or PDF; provided that the Party provides an original of the facsimile or PDF signature to the other Party within five calendar days of transmission of the facsimile or PDF signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

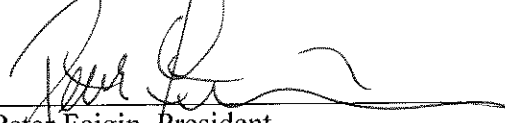
EMPLOY MILWAUKEE INC.

By: 
Earl Buford, President/CEO

CITY OF MILWAUKEE


Tom Barrett, Mayor

DEER DISTRICT LLC

By: 
Peter Feigin, President


James R. Owczarski, CITY Clerk

COUNTERSIGNED:


Martin Matson, Comptroller *Mf*

EXHIBIT "A"

Employ Milwaukee – Greater Arena Project

3 Year Budget

City of Milwaukee Tax Incremental Finance Funding	2016	2017	2018	Total
Employ Milwaukee Coordination, Reporting & Administration		15,000	15,000	30,000
<i>Subtotal:</i>				<i>30,000</i>
<i>Employ Milwaukee Subcontract to WRTP/BIG STEP:</i>				
Program Administration, Outreach, RPP Certification, Tracking and Reporting		14,375	14,375	28,750
Entry Level Construction Skills Training, Adult Job Readiness Training - 100, not to exceed \$3,450 per person.		182,000	78,000	260,000
Placement - 50 @ \$750 each retain for 45 days		37,500		37,500
Placement - 25 @ \$750 each retain for 45 days			18,750	18,750
<i>Subtotal:</i>				<i>345,000</i>
Total		248,875	126,125	375,000

Milwaukee Bucks Funding	2016	2017	2018	Total
Career Linked Education and MC3 - MATC		37,500	37,500	75,000
High School Based MC3 - MPS		37,500	37,500	75,000
Reporting & Administration – Employ Milwaukee		12,500	12,500	25,000
Data System for Job Matching - SkillsSmart	65,600	76,800	57,600	200,000
Total	65,600	164,300	145,100	375,000

EXHIBIT “B”

WRTP/BIG STEP Apprenticeship Readiness Training

The overall objective of the WRTP/BIG STEP Apprenticeship Readiness Training is to provide an efficient response to industry’s need for a qualified, diverse workforce. The industry recognized key we provide graduates is successful completion of the WRTP/BIG STEP program which is an industry recognized credential as well as by Wisconsin’s Bureau of Apprenticeship Standards. The course of study, content, length of time varies depending on both the different industry needs (example preparing to be an electrician as compared to a bricklayer) and the individual student’s skills, knowledge, aptitude and previous work experience. Apprenticeship Readiness Training starts with assessment and career counseling. It can involve multiple classroom-based courses (covered under the ELCS Training classes which have MC3 curriculum competencies included at the appropriate points) and/or completion the individualized, competency-based BIG STEP training. All of the Apprenticeship Readiness Training activities provide direct links to careers in the construction trades.

Training services provided can include:

WRTP/BIG STEP Apprenticeship Readiness Training provides interested students an opportunity to participate in a rigorous curriculum that prepares them for exams to qualify for Registered Apprenticeships. In addition, the program introduces students to the construction trades and offers a basic understanding of appropriate workplace behavior and team work. The WRTP/BIG STEP Apprenticeship Readiness Training educates the student on how to get into the trades; the application process, requirements, and testing process. The WRTP/BIG STEP Apprenticeship Readiness Training is designed to be self-paced with individualized instruction based on the trade of choice (not everyone needs algebra, for example, or sentence skills) and the assessments needed to enter that trade. The instructors/tutors have access to the skills and competencies needed to succeed in all of the recognized construction Registered Apprenticeships. Individuals target specific career pathways and a training plan is developed to most efficiently get that individual to their end goal. The types of competencies and length to cover these vary depending on the individual’s entry skill and knowledge, as well as the weekly time they can commit to the WRTP/BIG STEP Apprenticeship Readiness Training.

ELCS Training is an option in the WRTP/BIG STEP Apprenticeship Readiness Training:

Entry Level Construction Skills (ELCS) Training Curriculum Summary

Skill competencies gained upon program completion

The purpose of this training is to provide students with an introduction to the construction industry prior to entering into an apprenticeship. This training can be tailored to industry specific needs **Construction Trade-Specific Knowledge** and can be tailored to industry specific needs such as forestry, weatherization or to various trades. Therefore, the curriculum and training length will vary. Through classroom and hands on training, the successful graduate will obtain the following competencies as deemed necessary by the industry upon request of the training:

KEY TRAINING OBJECTIVES (objectives may vary by trade and/or project focus):

1. Essential Work Skills - Communication, Positive Attendance, Conflict resolution
2. Construction industry awareness and introduction to apprenticeship
3. Health and Safety including industry recognized certifications in: First Aid, CPR, AED Training, OSHA 10 or OSHA 30
4. Industry Specific Certifications (Forklift, Scaffold, aerial and boom lift, fall safety))
5. Math and use of a tape measure
6. Basic Print Reading
7. Tool and Material Handling (Hand Tools, Power tools, Fasteners)

Certifications Offered (what certification is earned depends on the focus/ trade of the scheduled class and the individual's own background and career goal)

- Entry Level Construction Skills (ELCS) Certificate
- First Aid/CPR Certification
- Automated external defibrillator (AED) Certification
- OSHA 10 or OSHA 30 Certification
- Other Industry specific certifications (if required/valued by industry)
- MC3 Certificate (if required/valued by industry): The Multi-Craft Core Curriculum ("MC3") provides a gateway to joint industry Registered Apprenticeships in the Building and Construction Trades Department (BCTD), AFL-CIO. MC3 is a standardized apprenticeship readiness preparation for entry into any one of the building trades that provides marginalized communities, community-based workforce training programs, and other partners with realistic opportunities, in order to be prepare individuals for an apprenticeship. MC3 can be taught as a free-standing course or as part of WRTP/BIG STEP's larger training program. WRTP/BIG STEP is currently the authorized provider of MC3 in Southeastern Wisconsin, meaning it has both the formal authority to utilize the material, as well as trained and certified staff. MC3 combines the courses common to all building trades' apprenticeship programs without regard to a particular craft. These courses are: general orientation to apprenticeship; cardio-pulmonary resuscitation (CPR) and first aid; the OSHA 10 hour certification course; blueprint reading; applied mathematics for construction applications; history of the construction industry; and the heritage of the American worker. The general orientation course includes construction industry structure and the construction process; orientation to apprenticeship; trade tools and safety; industry standards of work responsibility and craft excellence. It includes 120 hours of classroom training and 40 additional hours may be added by particular crafts as a precondition by that craft for entry with credit to the program.



EXHIBIT "C"

VERIFICATION OF EMPLOYMENT AND RETENTION

EMPLOYEE DATA

Last Name _____ Address _____
First Name _____ City _____
SS# - Last 4 digits _____ State _____ Zip Code _____
Telephone Number _____ Gender _____

Ethnicity*

NOTE: "*" means Caucasian, African American, American Indian or Alaskan Native, Asian, Hawaiian Native or Pacific Islander or Other

Employment Status: ☐ Permanent ☐ Temporary ☐ Full-Time ☐ Part-Time

Job Title _____ Total Hours Worked _____

Start Date _____ End Date _____

Hourly Wage Rate _____

EMPLOYER DATA

Company Name _____ Address _____

City _____ State _____ Zip Code _____

Telephone Number _____ Employer Representative _____

WORKFORCE DEVELOPMENT/CERTIFICATION PROGRAM

(check all that apply)

	Yes	No		Yes	No
RPP Certified	<input type="checkbox"/>	<input type="checkbox"/>	Intake & Assessment	<input type="checkbox"/>	<input type="checkbox"/>
Career Pathway/Training	<input type="checkbox"/>	<input type="checkbox"/>	Community Workforce Partner	<input type="checkbox"/>	<input type="checkbox"/>
Certification Earned	<input type="checkbox"/>	<input type="checkbox"/>	Type of Certification Earned:	_____	

Employee Signature _____ Date _____

Employer Representative Signature _____ Date _____

Employ Milwaukee Representative Signature _____ Date _____

Department of Administration - Office of Small Business Development | 200 East Wells Street, Room 606 | Milwaukee, Wisconsin 53202
Phone: (414) 286-5553 | Fax (414) 286-8752 | TDD (414) 286-8047 | www.milwaukee.gov/osbd

EXHIBIT "E"

(Insurance)



CERTIFICATE OF LIABILITY INSURANCE

EMPLMIL-01

NKAMKE

DATE (MM/DD/YYYY)

2/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175 Waukesha, WI 53186		CONTACT NAME: PHONE (A/C, No, Ext): (414) 271-3575 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE		FAX (A/C, No): (262) 717-9434 NAIC #	
INSURED Employ Milwaukee Inc 2338 North 27th Street Milwaukee, WI 53210-3100		INSURER A: The Travelers Indemnity Company of Connecticut INSURER B: The Travelers Property Casualty Insurance Company of America INSURER C: The Travelers Indemnity Company of America INSURER D: INSURER E: INSURER F:		25682 25674 25666	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6307881B818	07/07/2016	07/07/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BA0063C14A	07/07/2016	07/07/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ 0			CUP0063C151	07/07/2016	07/07/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6952B904	07/07/2016	07/07/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Milwaukee is listed as an additional insured under the general liability ATIMA.

CERTIFICATE HOLDER

CANCELLATION

City of Milwaukee Department of Administration Office of Small Business Development 200 E Wells Street #806 Milwaukee, WI 53202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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