

1 By Supervisors Jursik, Dimitrijevic, Bowen, Johnson, Weishan and Lipscomb

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A RESOLUTION

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to authorize the Director of Economic Development to negotiate with Barrett Visionary Development for the purchase and development of the 2.2-acre Milwaukee County Transit Center property located at 909 East Michigan Avenue in the City of Milwaukee

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WHEREAS, the Downtown Transit Center was built in 1992 and serves as a marshaling facility for Milwaukee County Transit buses that terminate on the east end of downtown Milwaukee; and

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WHEREAS, due to transit route modifications since its construction, the Downtown Transit Center facility is underused and not critical to the operation of the transit system; and

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WHEREAS, in August 2011, the Long Range Lakefront Planning Committee recommended that “the Downtown Transit Center site be redeveloped with high-value, multi-story use housing amenities more appropriate to its lakefront location;” and

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WHEREAS, the recommendation also identified the site as having the potential of connecting Downtown Milwaukee to the lakefront, adding value to the area and complementing the existing lakefront development and structures, as well as drawing visitors and residents to the lakefront; and

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WHEREAS, the Milwaukee County Board of Supervisors approved the Long Range Lakefront Planning Committee’s report on November 3, 2011, by a vote of 18-1; and

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WHEREAS, in April 2012, the Division of Economic Development issued a Request for Information (RFI) to gauge the prospective interest in purchasing and redeveloping the Downtown Transit Center property; and

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WHEREAS, in May 2012, the Milwaukee County Board of Supervisors declared the Downtown Transit Center property surplus, to be offered for sale for redevelopment; and

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WHEREAS, Barrett Visionary Development responded to the RFI expressing interest in acquiring the Downtown Transit Center, proposing a \$120 million, 44-story tower comprising high-end apartments, retail, parking and a hotel; and

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40 WHEREAS, based on the responses to the RFI, the Director of Economic and
41 Community Development is recommending that negotiations with Barrett Visionary
42 Development commence for a development contract for the Transit Center site; and
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44 WHEREAS, the County Board is currently reviewing procedures for the
45 disposition of real estate (File No. 12-586) to ensure that a transparent and publicly
46 understood process is used to sell county property; and
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48 WHEREAS, the Director of Economic Development is seeking authorization to
49 begin negotiations with Barrett Visionary Development on the terms and conditions of
50 purchasing the Downtown Transit Center property and developing the property as *The*
51 *Couture*, consistent with the Long Range Lakefront Planning Committee's report and
52 the City of Milwaukee's Revised Downtown Plan; now, therefore,
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54 BE IT RESOLVED, that the Director of Economic Development is hereby
55 authorized to negotiate with Barrett Visionary Development on the terms and conditions
56 of purchasing the Downtown Transit Center property and developing the property as
57 *The Couture*; and
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59 BE IT FURTHER RESOLVED, that the Director of Economic and Community
60 Development is authorized and directed to perform the following:
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- 62 • Develop a plan to incorporate the components of the Park East
63 Redevelopment Compact (PERC) into the development agreement in
64 order to provide additional sustainable community benefits that includes
65 disadvantaged business opportunities and verified best faith efforts to
66 employ Milwaukee County racial minorities in the project.
- 67 • Identify or develop an element of public attraction within the proposed
68 development and ensure the project does not compete with public use
69 facilities near the site.
- 70 • Advise the Committee on Economic and Community Development on the
71 appraised value of the site with the understanding that the County Board
72 expects to receive fair market value for the property.
- 73 • Work with the Parks Director and the Wisconsin Department of Natural
74 Resources to determine if any portion of the development site is in conflict
75 with the lakebed public trust doctrine.
76

- 77 • Prepare written reports for each monthly meeting of the Committee on
78 Economic and Community Development on the status of the negotiations
79 with Barrett Visionary Development with the understanding that the
80 committee may, at its discretion, direct that a Request for Proposal (RFP)
81 process be initiated if negotiations do not progress.

82 ; and

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84 BE IT FURTHER RESOLVED, that the Director, Milwaukee County Department
85 of Transportation shall work in conjunction with the Director of Economic and
86 Community Development to: 1) confer with the Federal Transit Administration (FTA) on
87 compensation, if any, owed to FTA for the sale of the Transit Center site and ensuring
88 sale proceeds can be reinvested into transit services; 2) if applicable, confirm appraisal
89 methodology required by FTA; 3) work in conjunction with the Director, Milwaukee
90 Transit Services, to develop a plan to re-route buses (such as using the intermodal
91 station) to minimize impact on passengers, the neighborhood, and the reinvestment of
92 sale proceeds; and

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94 BE IT FURTHER RESOLVED, that it is the understanding of all participants that
95 the Committee on Economic and Community Development shall be the entity
96 responsible for reviewing and approving the final development agreement with Barrett
97 Visionary Development and ensuring that the negotiating principles contained in this
98 resolution are included in the final development agreement; and

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100 BE IT FURTHER RESOLVED, that the Committee on Economic and Community
101 Development will hold public hearings on the development proposal to solicit public
102 input prior to making a final recommendation to the County Board of Supervisors.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: July 19, 2012

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A resolution to authorize the Director of Economic Development to negotiate with Barrett Visionary Development for the purchase and development of the 2.2-acre Milwaukee County Transit Center property located at 909 East Michigan Avenue in the City of Milwaukee

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this resolution will authorize the Director of Economic and Community Development to begin negotiations with Barrett Visionary Development for a development agreement for the Downtown Transit Center property.

Approval of this resolution will not authorize an expenditure of funds, but will require an expenditure of staff time.

Department/Prepared By Steve Cady, Fiscal and Budget Analyst

Authorized Signature

Steve Cady

Did DAS-Fiscal Staff Review? Yes No

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.



COUNTY BOARD OF SUPERVISORS

Milwaukee County

July 13, 2012

Chairperson Jursik,

The following members of the Economic and Community Development Committee request that a special committee meeting be held on Monday, July 23, 2012 at 9:00 am. This meeting is being called to authorize the negotiations for re-development of the Downtown Transit Center.

Sincerely,

1 By Supervisor Lipscomb
2

Journal
File No. 12-630

3 **A RESOLUTION**

4 To approve a contract with the Wisconsin Regional Training
5 Partnership/Big Step

6 WHEREAS, the 2012 adopted budget (WO624) approved an
7 appropriation of \$1,000,000 from future land sales to establish a "Ready to
8 Work" program with Wisconsin Regional Training Partnership/Big Step
9 (WRTP/Big Step) to provide educational training and on-the-job work
10 experience and these funds are available; and

11 WHEREAS, the Director of Economic and Community Development
12 and the Corporation Counsel have negotiated an agreement with WRTP/Big
13 Step to establish this program including program goals, budget, and
14 reporting requirements; now , therefore

15 BE IT RESOLVED, that the Director of Economic and Community
16 Development is authorized and directed to enter into a contract with
17 Wisconsin Regional Training Partnership/Big Step to establish Milwaukee
18 County's "Ready to Work" Program, a copy of which shall be contained in
19 this file.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 7/16/12

Original Fiscal Note

Substitute Fiscal Note

SUBJECT: A Contract With Wisconsin Regional Training Partnership/Big Step

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact
<input type="checkbox"/> Existing Staff Time Required
<input checked="" type="checkbox"/> Increase Operating Expenditures
(if checked, check one of two boxes below)
<input checked="" type="checkbox"/> Absorbed Within Agency's Budget
<input type="checkbox"/> Not Absorbed Within Agency's Budget

<input type="checkbox"/> Decrease Operating Expenditures

<input checked="" type="checkbox"/> Increase Operating Revenues

<input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures

<input type="checkbox"/> Decrease Capital Expenditures

<input type="checkbox"/> Increase Capital Revenues

<input type="checkbox"/> Decrease Capital Revenues

<input type="checkbox"/> Use of contingent funds |
|---|--|

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	1,000,000	0
	Revenue	1,000,000	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure		0
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This resolution is authorizing that Milwaukee County enters into a contract with Wisconsin Regional Training Partnership/Big Step to establish a "Ready to Work" Program.

This program will cost up to \$1,000,000.

The funds for this program are available from land sales.

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

Department/Prepared By Glenn Bultman, Research Analyst

Authorized Signature *Glenn Bultman*

Did DAS-Fiscal Staff Review? Yes No

**MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES-
ECONOMIC DEVELOPMENT DIVISION
AND
THE WISCONSIN REGIONAL TRAINING PARTNERSHIP/BUILDING
INDUSTRY GROUP SKILLED TRADES EMPLOYMENT PROGRAM
CONTRACT**

This Agreement between Milwaukee County, a Wisconsin municipal body corporate (“County”), represented by the Department of Administrative Services-Division of Economic Development and The Wisconsin Regional Training Partnership/Building Industry Group Skilled Trades Employment Program (“WRTP/ BIG STEP”), an incorporated tax-exempt non-profit organization eligible to receive funds through Milwaukee County for services under the Ready to Work Workforce Development Program is entered into on August 1, 2012.

1. SCOPE OF SERVICES

A. WRTP/BIG STEP shall deliver the Ready To Work program as described in Exhibit A – Scope of Services and Exhibit B – Work plan and Timeline.

B. STANDARD CONDITIONS & ASSURANCES

1. Program Deliverables

WRTP/BIG STEP will meet the following outcomes for the extent of the Ready to Work contract:

- Number of Milwaukee County residents placed on a career pathway: 1,000
- Number of Milwaukee County residents will be placed in employment: 500

2. Eligible Project Costs & Billing

The WRTP / BIG STEP shall guarantee all funds expended are for the purpose of meeting the outcomes and objectives of the Ready to Work program. Additionally, the WRTP / BIG STEP will leverage additional funding minimally in the amount of the contracted funds. To these ends, the WRTP/BIG STEP shall document the utilization of leverage resources to ensure funding is appropriately allocated to serve the contracts outcomes and objectives.

SOURCES		TOTAL
Milwaukee County	<i>Leveraged Resources</i>	
1,000,000	1,020,000	2,020,000

2. DATES OF PERFORMANCE

The contract period shall be eighteen (18) months. WRTP/ BIG STEP shall begin work under this contract on August 1, 2012 and all work under the terms of this contract shall be completed on or before January 31, 2014.

3. COMPENSATION

The total compensation paid by County to WRTP/ BIG STEP shall not exceed one (\$1,000,000.00) million dollars. County shall make six (6) quarterly payments to WRTP/ BIG STEP in the amount of one hundred, sixty-six thousand, six hundred, sixty-six (\$166,666.00) dollars.

4. LIMITATION OF ADMINISTRATIVE COSTS

WRTP/ BIG STEP shall limit its indirect costs, as defined in OMB Circular A-122 for providing services under this contract to fifteen (15%) percent of the contract amount.

5. BILLING

Invoices shall be sent to:

Ms./Mr _____
Milwaukee County, Division of Economic Development
901 N. 9th St., Room #
Milwaukee, WI 53233
Email Address:
Telephone No.

6. STAFFING

WRTP/ BIG STEP shall provide at its own expense all personnel required to perform the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with COUNTY.

7. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County and WRTP/ BIG STEP. In entering into this contract, WRTP/ BIG STEP is at all times acting and performing as an independent contractor duly authorized to perform the acts required of it hereunder.

8. PROJECT REPORTING

WRTP/BIG STEP will maintain responsibility for the documentation of services delivered to participants through the Ready to Work program and provide quarterly reports to the Milwaukee County Board of Supervisors and the Milwaukee County Department of Administrative Services- Division of Economic Development. Quarterly reports shall include participant data as well as narrative data on industry and employer outreach and coordination, community outreach and partnership efforts, and coordination with Milwaukee County in meeting both internal workforce objectives and coordination with economic development related initiatives. Reports shall include identification of the numbers of individuals served by category(ies) of services received by those individuals. Reports shall identify the purposes for which the County funds received have been spent during the quarter, including, but not limited to, costs for various programs, personnel costs or other direct and indirect cost expenditures. Participant data shall be limited as to not include any personal identifier information, unless such data is to be provided for auditing purposes. A copy of these reports shall be submitted to the Audit Division of the Office of the Comptroller at the same time that they are submitted to the County Board and the Economic Development Director.

9. ACCESS RIGHTS

Milwaukee County shall have access to books, documents, papers, and records (including computer records) of the WRTP/BIG STEP which are directly related to program costs and performance, in order to conduct audits and examinations, and may make excerpts, transcripts, and photocopies if necessary.

10. RECORDS AND PROGRAM REVIEW

The WRTP/BIG STEP will give any authorized representative of Milwaukee County the right to examine all records related to this contract, as well as on-site visitation of program activities. Any reports, plans, studies, information or data developed or acquired by WRTP/BIG STEP as a result of, and primarily related to the work of this contract shall be the property of WRTP/BIG STEP and this information shall not be released without WRTP/BIG STEP approval.

11. RECORD RETENTION

The WRTP/BIG STEP shall retain for six (6) years (plus additional time beyond six years until any applicable litigation, audit findings or claims have been resolved) all records pertinent to this contract, including financial and statistical records and supporting documents. The retention period will begin on the date of submission of the final expenditure report.

12. CONTRACT SUBLETTING

The WRTP/BIG STEP shall not sublet or assign any part of this contract without prior written approval of Milwaukee County.

13. UNION OR NON-UNION

The WRTP/BIG STEP recognizes that it is in a position of trust under this agreement and agrees that it will not during the term of this contract discriminate on the basis of the union or non-union status of any

individual business, use any information gained to support union organizing, furnish such information to any other organization or individual for union organizing. In the event that WRTP/BIG STEP or its auditors determine that funds from this contract have been used for lobbying or labor organizing activities at a local, state, or national level, the WRTP/BIG STEP shall be held liable for disallowable costs.

14. EQUAL EMPLOYMENT OPPORTUNMITY/NONDISCRIMINATION

The WRTP/BIG STEP assures that no participant, staff person or administrator shall be discriminated against, denied benefits, denied employment, or excluded from participation in connection with the Ready To Work program on the basis of race, color, religion, sex, national origin (ethnic status), age, disability, marital status, offender status, sexual orientation, political affiliation or belief, arrest or conviction record, or refusal to submit to sexual contact or sexual intercourse. Participation shall be open to citizens and nationals of the U.S., lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees and other individuals authorized by the U.S. Attorney General to work in the U.S.

Services shall be provided on an equitable basis to those groups mandated in the state statue 66.905, in proportion to their incidence in the eligible population, i.e., and minorities. Employment and Training services shall be targeted to those who can most benefit from, and most in need of such services in accordance with the program's plan of services and enrollment priorities.

The WRTP/BIG STEP further assures that it shall comply with all other provisions of applicable State Statues and Regulations. In the event WRTP/BIG STEP is identified as being in violation of non-discrimination and equal opportunity provisions, WRTP/BIG STEP will receive written notification from the Milwaukee County requiring them to take appropriate corrective measures. Thirty days after the notice is sent Milwaukee County administrative staff will monitor the WRTP/BIG STEP to check the implementation of the corrective measures. If no action has been taken by the WRTP/BIG STEP at that time, Milwaukee County will suspend all funding of the WRT/BIG STEP.

15. CONFIDENTIALITY

The Milwaukee County may not disclose or use, either during or after the term of this contract, any proprietary or confidential information about WRTP/BIG STEP or program participants without their prior written permission.

WRTP/BIG STEP and Milwaukee County also recognizes that it may have access to personal, proprietary or confidential information on businesses or individuals obtained as a result of services performed by itself or sub-contractors under this contract. Both entities agree that such information will be treated as described above.

16. CONTRACT AUTHORITY

This entire contract is between WRTP/BIG STEP and Milwaukee County. This is an eighteen month contract subject to performance reviews and the availability of funding.

17. ADVERTISING STANDARDS

In recruitment brochures and other materials ordinarily distributed to the public which describe the program or requirements for participation, the material must be reviewed by the Milwaukee County

prior to release. This material will also be forwarded to the Milwaukee County Division of Economic Development.

18. INSURANCE REQUIRMENTS AND INDEMNIFICATION

Indemnification

WRTP/BIG STEP agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense, including suits at law or in equity, discrimination and civil rights actions, caused by any wrongful, intentional or negligent act or omission of WRTP/BIG STEP, or its agents which may arise out of or are connected with the activities covered by this Agreement. In accordance with applicable laws, MILWAUKEE COUNTY shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of County's negligence.

Insurance

The WRTP/BIG STEP agrees that it will keep in force insurance policies as outlined below. The WRTP/BIG STEP shall furnish Milwaukee County with a Certificate(s) of Insurance.

Comprehensive General Liability Insurance including Premises and Operations. The Limits of Liability should be no less than \$500,000 each occurrence, and \$500,000 aggregated for bodily injury, \$250,000 each occurrence, and \$250,000 aggregate for property damage, or \$500,000 each occurrence combined single limit.

Automobile Liability Insurance covering all owned, lured and non-owned private passenger autos and commercial vehicles with split limits of \$250,000 each person, \$500,000 each occurrence, \$100,000 properly damage each occurrence or a Combined Single Limit of \$500,000.

Worker's Compensation and Employer's Liability including Statutory Worker's Compensation benefits and Employer's Liability of \$100,000.

19. UNIONIZATION RELATED COSTS

The WRTP/BIG STEP is strictly prohibited from using program funds for the promotion or opposition of unionization. Milwaukee County will disallow any expenditure related to this activity and will immediately initiate action to recover all misused funds and terminate the contract.

20. POLITICAL ACTIVITIES

The WRTP/BIG STEP is strictly prohibited from using program funds for partisan or non-partisan political activities. Milwaukee County will disallow any expenditure related to this activity and will immediately initiate the necessary action to recover all misused funds and terminate the contract.

21. SECTARIAN ACTIVITIES

The WRTP/BIG STEP is strictly prohibited from using Milwaukee County funds for religious or anti-religious activities. Milwaukee County will disallow any expenditure related to this activity and will immediately initiate action to recover all misused funds and terminate the contract.

22. UNRESTRICTED RIGHT OF TERMINATION

a. MILWAUKEE COUNTY

MILWAUKEE COUNTY reserves the right to terminate this Agreement through action by the County Board of Supervisors at any time for any reason by providing WRTP/BIG STEP thirty (30) days written notice by certified mail of such termination. In the event of said termination, WRTP/BIG STEP shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, WRTP/ BIG STEP shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate monies required for the completion of this Agreement.

b. WRTP/BIG STEP

WRTP/ BIG STEP may cancel the contract with thirty (30) days written notice by certified mail if WRTP/ BIG STEP is unable to continue the program services in this Agreement. WRTP/BIG STEP assures that an orderly conclusion of program activities would be achieved, including a responsible phase-out period for program participants

23. TERMINATION BY MILWAUKEE COUNTY FOR VIOLATION BY WRTP/BIG STEP

If WRTP/BIG STEP fails to fulfill its obligations under this Agreement in a timely or proper manner or violates any of its provisions, MILWAUKEE COUNTY shall thereupon have the right to terminate this Agreement by giving thirty (30) days written notice by certified mail of such termination, specifying the alleged violations and the effective date of termination. In the event of the termination of this Agreement, WRTP/BIG STEP will be paid for the work completed in accordance with the terms of this agreement including payment for any materials or services purchased or paid for by WRTP/BIG STEP for use in completing the Agreement.

24. NOTICES

A. Notices to County required by this Contract shall be sent by certified mail addressed to:

Mr/Ms _____
Milwaukee County-Division of Economic Development
901 N. 9th St. #
Milwaukee, WI 53233

B. Notices to WRTP/BIG STEP shall be sufficient if sent by certified mail to

Mr Earl Buford
Address: 3841 W Wisconsin Ave, Milwaukee WI 53208

25. PROGRAM OPERATION

The WRTP/BIG STEP shall be accountable for the operation of contract activities consistent with the Ready to Work contract and as described in the addendum to this contract noted as Exhibit A and Exhibit B.

26. MODIFICATIONS

The WRTP/BIG STEP shall be accountable for the operation of contract activities consistent with the Ready to Work contract and as described in the addendum to this contract noted as Exhibit A and Exhibit B. Modifications to this agreement may be requested by either party. Such requests must be made in writing.

27. CLOSE OUT COSTS

All funds will be allocated to WRTP/BIG STEP in accordance with the payment schedule, and WRTP/BIG STEP shall submit a final fiscal and program report within 60 days of the close of the contract.

28. QUARTERLY REVIEWS

Quarterly Performance and compliance reviews of WRT/BIG STEP's quarterly reporting under section 8 above shall be performed by an outside auditing agency paid for by WRTP/ BIG STEP and approved by Milwaukee County. The agency shall review the quarterly reports provided by WRTP/BIG STEP to determine whether those reports reasonably accurately reflect the activities and cost expenditures of WRTP/BIG STEP. Upon review of the review report, Milwaukee County may require WRT/BIG STEP to respond to any findings that pertain to Milwaukee County funding. The WRTP/BIG STEP will have 30 days in which to respond. The cost of these reviews is not included in the limitation on indirect costs set forth in section four (4) above. Total review costs under this section are not to exceed 5% of total contract amount, or \$50,000 over term of contract. If this dollar limitation is reached before the termination of this contract, the parties agree to discuss methods for continuation of these reviews in a cost-effective manner.

29. SEPARATE ACCOUNTING FOR FUNDS RECEIVED FROM MILWAUKEE COUNTY

WRTP/ BIG STEP shall maintain a separate accounting for monies received from COUNTY as compared to monies received from other sources. WRTP/ BIG STEP shall demonstrate that services delivered to individuals who receive benefits from COUNTY monies are unique and different from services provided to those individuals with monies WRTP / BIG STEP receives from other funding sources. Services provided to individuals utilizing monies WRTP/BIG STEP receives from other funding sources shall be tracked as leveraged monies.

30. CONFLICT OF INTEREST

No employee or Board Member of the WRTP/BIG STEP may participate in the development of a contract in which he/she has a private pecuniary interest, direct or indirect.

No employee shall effectively recommend or decide to hire, promote, establish the salary of, or give preferential treatment in the supervision of any person who is a member of his/her immediate family.

The term "immediate family" in this section means spouse, child, parent, sibling, aunt/uncle, niece/nephew, stepparent, stepchild, or any in-law relationship.

All employees of the WRTP/BIG STEP shall abide by the federal Hatch Act in regard to political activity. Employment shall not be offered as a consideration or reward for the support or defeat of any political party *or* candidate for elected office.

No employee shall support either religious or anti-religious activities in the capacity of his/her employment.

31. CODE OF ETHICS

WRT/BIG STEP attests that it is familiar with Milwaukee County's Code of Ethics which states, in part; "No person may offer to give to any County officer or employee or his/her immediate family, and no County officer or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official action or judgment would be influenced thereby".

During the period of this agreement, WRT/BIG STEP shall not hire, retain or use for compensation any member, officer or employee of the County or any person who, to the knowledge of WRT/BIG STEP has a conflict of interest

32. NON-CONVICTION FOR BRIBERY

WRTP/ BIG STEP hereby declares and affirms that, to the best of its knowledge, not of its officers directors, partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or Federal law.

33. OTHER WRTP/BIG STEP REQUIREMENTS

WRTP/BIG STEP will submit a narrative report to Milwaukee County, within 30 days after each quarter. This report should detail all the work done to meet contract obligations. WRTP/BIG STEP is also required to attend any called meetings set by Milwaukee County regarding this contract. Failure to perform either of these items to satisfaction of Milwaukee County may result in withholding of payments or termination of contract within the guidelines of this contract.

34. COST CERTIFICATION AND ADJUSTMENT

The WRTP/BIG STEP must certify that to the best of its knowledge and belief, the performance data are accurate, complete, and verifiable at the time submitted for payment.

35. CHOICE OF LAW

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereunder in compliance with all applicable State, local or Federal laws, rules, regulations and orders.

AUTHORIZATION

Dated:

Milwaukee County

Subscribed and sworn to before me
This _____ day of July, 2012.

Notary Public
My commission expires:_____

Dated:

WRTP/BIG STEP

Subscribed and sworn to before me
This _____ day of July, 2012.

Notary Public
My commission expires:_____

For Milwaukee County Corporation Counsel approval as to form and content:

Dated:

Mark A. Grady
Deputy Corporation Counsel

Subscribed and sworn to before me
This _____ day of July, 2012.

Notary Public
My Commission expires:_____

Milwaukee County Ready To Work Contract

For Milwaukee County Risk Management approval as to form and content:

Dated:

Cindy VanPelt
Executive Director of Risk Management

Subscribed and sworn to before me
This _____ day of July, 2012

Notary Public
My commission expires: _____

EXHIBIT A – Scope of Services

Wisconsin Regional Training Partnership (WRTP/BIG STEP) Project Description Ready to Work Initiative

PROJECT DESCRIPTION

The Ready to Work Initiative was established to respond to the high levels of unemployment among Milwaukee County residents by providing job preparation, education, specialized pre-employment training, and employment placement assistance. The project will place county residents onto a career pathway and leverage additional public and private resources as needed to ensure residents have the skills and preparation needed to secure access to family sustaining employment and long term economic independence.

The parties of this contract will work in collaboration to implement the Ready to Work Initiative, a sustainable and collaborative partnership including the Milwaukee Building & Construction Trades, the Milwaukee Area Technical College, Milwaukee Public Schools, and the Community Workforce Partnership Network. The intent of the Initiative is to meet the economic development and workforce needs of Milwaukee County, businesses and employers, and provide access to employment and careers to unemployed, underemployed and disadvantaged residents in Milwaukee County.

WRTP/BIG STEP is an industry-led, employer-driven, worker-centered organization of Milwaukee area companies dedicated to providing access to family supporting jobs in a highly competitive business environment. The mission of WRTP/BIG STEP is to enhance the ability of private sector organizations to recruit and develop a more diverse, qualified workforce in construction, manufacturing and related sectors of the regional economy.

Since 1996, WRTP/BIG STEP has provided community residents with training linked to distinct career paths in construction and manufacturing. The success of these programs gave WRTP/BIG STEP the status of a national leader in developing sector-based, creative workforce solutions by bringing together resources and key strategic partners in order to advance the targeted industries.

WRTP/BIG STEP launched the Center of Excellence (COE) for Skilled Trades & Industry in 2005. More than just a physical location, the Center of Excellence is a clearinghouse for the assessment, preparation, and placement of job-ready candidates for careers in manufacturing, construction, and other emerging sectors. Not only does the facility serve as a single location providing career pathways for job seekers, it also meets the needs of employers looking to hire a diverse mix of qualified candidates, as well as those of community partners seeking to place their clients in family supporting jobs.

WRTP/BIG STEP program offerings increase the organization's capacity to nurture relationships with community partners, area employers, unions, and the building trades, which allows the COE to function as a centralized service provider for the convenience and benefit of community residents. The Center of Excellence provides the space for all the necessary partners and resources from the public, private and philanthropic sectors to effectively collaborate.

Aligned with the Ready to Work Initiative, WRTP/BIG STEP will work with key officials and departments in the Milwaukee County system to leverage programs, resources, and workforce expertise to connect individuals to jobs and long-term career opportunities. The parties involved recognize the immediate and future need to prepare and link new and current workers with job opportunities in both the public and private sector, and that creating a skilled and ready to work pool of individuals is necessary for economic growth and community development.

WRTP/BIG STEP works closely with public and private sector employers to gauge economic recovery and forecast the evolving needs of each sector. WRTP/BIG STEP conducts sector field research, as well as coordinates, analyzes and synthesizes public data, manufacturing and construction industry information, and resource opportunities in order to support Wisconsin's economic recovery. In doing so, WRTP/BIG STEP is better able to assist companies with the adoption of new technologies and work processes, worker education and training programs, and future workforce programs for unemployed and low-income workers and youth.

WRTP/BIG STEP works in partnership with key industry leaders to forecast training and hiring needs in the manufacturing and construction sectors. The first step in this process is a thorough assessment of the needs of each sector. After analysis of the assessment, services are modified to meet the demand of that particular sector. The assessment developed by WRTP/BIG STEP analyzes the current and projected workforce and employment needs in order to effectively plan training programs that lead to meaningful, living-wage, career pathway employment opportunities. The assessment also provides important information about the training needs and expectations of local employers. It identifies gaps in training, the resources needed to support workers, and the skill set that local employers demand of entry-level employees.

The sector field research and needs assessment will identify programmatic and employment opportunities throughout Milwaukee County. With this information, WRTP/BIG STEP will then conduct individualized recruitment, assessment, specialized training, pre-apprenticeship tutoring, placement support, and retention services.

The Ready to Work Initiative is largely based on the success of a number of agencies to collaborate effectively.

WRTP/BIG STEP will provide on-going coordination of an integrated partnership with the Milwaukee Building & Construction Trades Council, Milwaukee Area Technical College, and Milwaukee Public Schools to ensure broad access to education,

employment, and career development in a wide range of occupations, with a unique focus on construction, manufacturing, green industries, and opportunities within key departments in Milwaukee County.

WRTP/BIG STEP will also coordinate service delivery with the Community Workforce Partnership Network, a network of community-based organizations that operate under a formal MOU and works with WRTP/BIG STEP to streamline and enhance job placement and career development services for Milwaukee County residents.

The Ready to Work program will operate over an 18 month period and will deliver services through out the project. A detailed program and project timeline is attached – see EXHIBIT B – PROJECT WORK PLAN & TIMELINE

PARTICANT SERVICES

Recruitment and Assessment:

WRTP/BIG STEP, in collaboration with community partners, will outreach and recruit Milwaukee County residents who are either unemployed or underemployed due to economic conditions and/or lack of necessary skills. Residents will be invited to participate in General Orientation Sessions and then will be assessed by previous experience and skill level. WRTP/BIG STEP has implemented a standard set of assessment services to prepare individuals for training programs. The standard menu of assessment and career planning tools include: assessment to determine goals, interests, abilities and potential barriers of participant; orientation to working conditions and characteristics; Test for Adult Basic Education (TABE) assessment, Accuplacer Test, Mod-U-Math Exam; and individual interviews with staff to review application, test scores, career interests, employment history and compatibility with the industry, and to probe individual's attitude, aptitude, physical fitness, ability to pass a drug test and overall work ethic.

Career Pathways Services

WRTP/BIG STEP will place and support individuals in developing a career plan and assist them in accessing career exploration, occupational skills trainings, pre-apprenticeship training, industry tutoring and mentoring, and job placement and retention support.

- **Career Exploration**
WRTP/BIG STEP offers career exploration, job readiness training programs, and work experience programs designed to prepare young adults for the world of work, with a particular emphasis on the manufacturing, construction, and emerging sectors of the economy. These preparation activities and services are designed to meet young adults where they are at relative to their education attainment and goals, as well as well as immediate employment and long term vision for a career. Career exploration activities include access to youth apprenticeship and internship opportunities, subsidized work experience

programs, job shadowing opportunities, resume development and career planning support.

- **Specialized Occupational Skills Training**
To ensure the participants are qualified, WRTP/BIG STEP provides extensive, short-term, state certified pre-employment training opportunities within the construction and manufacturing sectors. WRTP/BIG STEP also provides a standard set of preparatory services that include essential, industry-specific, and job readiness skills. The trainings represent widely recognized credentials within the industries that helped design them. Skills training programs are the core of the WRTP/BIG STEP model and are designed to link individuals to employment and long term career opportunities. The WRTP/BIG STEP utilizes On the Job Training, Customized Pre-employment Training, Incumbent and workplace based training, and Certification based skills training.
- **Pre-Apprenticeship Tutoring**
Pre-apprenticeship tutoring is an individualized tutoring program that is geared towards students who are interested in pursuing an apprenticeship program within the skilled trades. Students are assessed in the areas of reading comprehension, sentence skills, arithmetic, algebra, and mechanical and spatial aptitude. Based on their test results and their trade of interest, an individualized curriculum is designed to meet their academic needs. The primary goal is to assist individuals in successfully passing the Accuplacer Test. The various apprenticeship offices endorse WRTP/BIG STEP's pre-apprenticeship tutoring program as a key stepping-stone to beginning a career in the skilled trades.
- **Placement Support**
WRTP/BIG STEP maintains strong and active steering committees of employer and union representatives from the construction and manufacturing industries. These committees oversee the design and implementation of all programs to ensure high placement rates among graduates and a clear alignment with the industry's needs. Upon notification of employment opportunities, WRTP/BIG STEP seeks out the appropriately skilled participants. WRTP/BIG STEP's placement process is unique because of the close connection to area employers and unions, helping to guarantee that participant efforts are for jobs that currently exist and are focused on desirable skills.
- **Retention Services**
WRTP/BIG STEP facilitates informal mentoring assistance to promote retention of new and existing employees, thereby ensuring that those placed in employment sustain their attachment to the labor force and advance in their chosen fields. Specifically, as participants move into apprenticeships, WRTP/BIG STEP works with Joint Apprenticeship Committees to offer assistance to those who are at risk of cancellation.

Field Work	Activity	Detail	Task	1-Jun	2-Jul	3-Aug	4-Sep	5-Oct	6-Nov	7-Dec	8-Jan	9-Feb	10-Mar	11-Apr	12-May	13-Jun	14-Jul	15-Aug	16-Sep	17-Oct	18-Nov	19-Dec	Total	
Field Work	Facilitate Industry Committees																							
Field Work		Milwaukee County	Meet with respective County Departments	x		x		x		x													N/A	
Field Work		Construction	Convene 4 Construction Industry Meetings		x		x		x		x												N/A	
Field Work		Manufacturing	Convene 4 Manufacturing Skills Committee Meetings	x		x		x		x													N/A	
Field Work		Other	Meet with additional employers in Milwaukee County		x		x		x		x												N/A	
Field Work	Conduct Needs Assessments																							
Field Work		Milwaukee County	Administer and tabulate survey	x		x		x		x														
Field Work		Construction	Administer and tabulate survey		x		x		x		x													
Field Work		Manufacturing	Administer and tabulate survey	x		x		x		x		x												
Field Work		Other	Administer and tabulate survey		x		x		x		x													
Field Work	Develop Industry Skills/ Placement																							
Field Work		Identify job orders and job openings in respective sectors	Analyze results from needs assessments	100	100	100	100	100	100	100													700	
Field Work		Identify On The Job training opportunities																						
Field Work		Identify employer-driven trainings	Coordinate workforce needs among targeted employers and coordinate pre-employment trainings with Consortium																					
Field Work		Identify open apprenticeship opportunities	Meet with Joint Apprenticeship Committees to identify open positions																					
Participant-Focused	Participants																							
Participant-Focused		Outreach	Work with CWRFV to communicate job opportunities		x																		3	
Participant-Focused		Recruitment and Pre-screen	Facilitate specific orientations	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	1100
Participant-Focused		Assessment work plan	TABE test, Acceptance and development of individualized	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	550
Participant-Focused		Career Exploration	Attend general, sector specific and industry orientations	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	550
Participant-Focused		Placed on Career Pathway		0	0	0	0	0	150	150	150	150	150	100	100	50	0	0	0	0	0	0	0	1050
Participant-Focused		Placement	Job-placement, post-secondary education, advancement training												50	50	50	50	150	150				500
Participant-Focused		Retention/Support Services	Mentoring and career consultation												50	50	50	50	150	150				500
Coordination	Reporting & Coordination																							
Coordination		Coordinate with Consortium	Includes Milwaukee Building and Construction Trades, Milwaukee Public Schools and Milwaukee Area Technical College				x			x			x			x			x			x		
Coordination		Coordinate with Dept. of Economic Dev.	Meet with Dept. of Economic Development monthly or as requested	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x		
Coordination		Report to County Board	Submit narrative and financial reports quarterly or as requested				x			x			x			x			x			x		