

**DEPARTMENT OF VETERANS AFFAIRS
GREAT LAKES HEALTH CARE SYSTEM
Clement J. Zablocki VA Medical Center
Milwaukee, Wisconsin 53295**



**MEMORANDUM OF AGREEMENT
BETWEEN**

**DEPARTMENT OF VETERANS AFFAIRS (VA)
Veterans Healthcare Administration COMPENSATED WORK THERAPY (CWT)
AND**

**City of Waukesha Parks, Recreation, and Forestry Department
FOR**

**VOCATIONAL REHABILITATION (VR) SERVICE PROGRAM
(General Labor Services)**

This Agreement is between the undersigned, City of Waukesha, Parks, Recreation & Forestry Department, 1900 Aviation Drive, Waukesha, Wisconsin 53188 (hereinafter called the City) and the United States Department of Veterans Affairs, Vocational Rehabilitation Services – Compensated Work Therapy Program, 5000 West National Avenue, Milwaukee, Wisconsin 53295 (hereinafter called CWT).

- 1. SCOPE AND OBJECTIVES:** CWT will provide the City with Transitional Employment Candidates who will provide the following duties including, but not limited to:
 - a.** Grounds & Transportation worker duties: Maintain the cleanliness of the City grounds: remove trash, snow removal as needed, operate gas powered equipment (lawn mower, weed whacker, snow blower, etc.), plant flowers and trees, trim bushes and trees, pull weeds, assist with all other grounds duties as assigned. Veterans are not allowed to drive any vehicles of the City without proof of license and training provided by the site.
 - b.** Painter, Carpenter, Move Team Painting and Carpenter services may include, but are not limited to: Painting offices, corridors, wards, living quarters, and buildings; Painting, refinishing, and fixing furniture, wood and metal, such as desks, cabinets, and chairs; Glazing and caulking windows; Cutting and installing glass; Install wall coverings; Making stencils; Painting and making signs; Tint, tone, match, blend, and mix various additives; Apply non-skid strips where needed; Minor patching and repairs to walls before painting and assist with the move team as needed. Veterans are not to work independently and must work under the supervision of a Employee responsible for the oversight of the work performed. Veterans are not allowed to drive any vehicles of the City without proof of license and training provided by the site.
 - c.** Maintenance & Operations (Pipefitter, Electrical, Welding): Assisting trade people such as electricians, plumbers, welding, etc. in the performance of preventative maintenance and repair work. Veterans are not to work independently and must work under the supervision of an Employee responsible for the oversight of the work performed. Veterans are not allowed to drive any vehicles of the City without proof of license and training provided by the site.
 - d.** Housekeeping/Janitorial Services/General Maintenance: The candidates will be utilized by the Principal to meet their corporate mission. Housekeeping/Janitorial Services/General Maintenance work duties may include: dusting, sweeping, mopping, waxing, vacuuming, operating an electric floor scrubbing/polishing machine; cleaning walls and ceilings, toilets, and toilet stall walls; disposing of all trash and recyclables; cleaning windows; maintaining stock and supplies; and/or other duties as assigned. Additionally, carpentry, plumbing, painting, electrical, and other general maintenance work may be required.
- 2. TERM OF AGREEMENT:** This agreement will commence on or about 1 March 2021 and terminate on or about 30 September 2021. Except for Cancellation, this Agreement may only be revised or amended by the mutual written consent of the signatories (or their authorized representatives) to this agreement. The City and CWT agree to review and/or

renegotiate the provisions of this agreement, if appropriate, sixty (60) days prior to the agreement's anniversary date. Notwithstanding the foregoing, either party may terminate the agreement by providing thirty (30) days' notice in writing of such termination. Performance appraisals shall be conducted every three to six (3-6) months and the results will be shared with the veterans. Performance ratings will be utilized in determining pay adjustments, extensions of this agreement, and/or retention decisions.

3. **QUALITY ASSURANCE & SUPERVISION:** Quality assurance standards will be established and set by the City. Work site supervision will be provided locally by the City at the participating site, and the work to be performed by the Veterans shall be determined by the City in its sole discretion. City may not have work available for Veterans at all times. City shall determine if work is available and appropriate for Veterans in its sole discretion, and may refuse to assign Veterans to tasks if not appropriate.
4. **REIMBURSEMENT:** The City agrees, subject to the conditions specified herein, to reimburse CWT in the amount of \$12.00 per hour for each hour worked. Overtime will be defined as those hours worked in excess of 40 hours per week and will be billed at 1.5 times the per hour rate. Payments will be made to TSES General Post Fund (account 36X4048) through Fiscal Service. Payment will be made *Net 15 Days* after the submission of a bill of collection. The hourly rate should be based on whichever is higher of State or Federal Minimum Wage. Changes in State or Federal Minimum Wage will require immediate renegotiating of costs.

The reimbursement described above shall be the only payment required of City for the services of the participating Veterans. CWT shall be solely responsible for compensating participating Veterans for their work performed under this Agreement, and City shall not be required to pay any compensation to Veterans. Veterans shall be volunteers with respect to the City.

5. **TOOLS AND EQUIPMENT:** The City will provide and maintain tools or equipment required for the completion of the agreement.
6. **RISK OF LOSS OF PRIVATE PROPERTY:** The United States is only liable for the negligent acts and omissions of Federal employees. Because CWT patients are not Federal employees, the United States cannot be responsible for any damages caused by them during their CWT assignments. If the City elects to loan a uniform or other property to a Veteran to perform services under this MOA, the Veteran bears sole responsibility for the return of the uniform or other property, and the collection of the uniform or other property (or value of such) from the Veteran is the sole responsibility of the City.
7. **MEDICAL TREATMENT:** In the event of an injury of a life threatening nature, the Principal will arrange to transport the injured veteran to the nearest medical facility available through the fastest means possible. Medical treatment will be provided by the Zablocki Medical Center VA facility, should a Veteran in the CWT program become injured while fulfilling the terms of this agreement. TSES/CWT will be notified of all injuries that occur at the work site. Veterans injured on the job will not be allowed to return

to their assignment until they have been medically cleared by their treating physician.

- 8. **DISPUTES:** In the event of a dispute the two parties will meet and discuss the issues and arrive at an amicable solution.
- 9. **LEGAL AUTHORITY:** The authority for this agreement is 38 U.S.C., Section 1718.

City:

By Shawn N. Reilly, Mayor

Gina L. Kozlik, Clerk Treasurer

Bridget M. Souffrant, Finance Director

CWT:

By: _____
Title: _____

By: _____
Title: _____