



Department of City Development

City Plan Commission
Historic Preservation Commission
Neighborhood Improvement
Development Corporation
Redevelopment Authority

Rocky Marcoux
Commissioner

Martha L. Brown
Deputy Commissioner

090687

October 27, 2009

Members of the Zoning, Neighborhoods and Development Committee
Milwaukee Common Council
City Hall, Room 205

Re: Human Resources Agreements, Moderne and Bookends Projects

Dear Committee members:

Today, your committee will consider file #090687 and file #090805, both of which propose the provision of financing assistance to residential development projects. A human resources agreement, structured to follow the framework of Chapter 355, has been developed for each of these projects. This letter provides specifics regarding the resident preference hiring and emerging business enterprise participation sections of the agreements.

Ch. 355 presumes that 40% of labor hours is the appropriate level of resident participation in construction work, unless it is determined there is sufficient reason to impose a lesser requirement. The Department of City Development and the Emerging Business Enterprise Program office have worked together to analyze the appropriate level of labor participation by unemployed and underemployed Milwaukee residents, in light of the fact that 100% of the labor hours must be performed by unionized labor. This requirement significantly reduces the pool of resident labor that can be hired for these projects.

As a result of our evaluation, we are jointly recommending that the developers be required to demonstrate that at least 25% of the construction labor hours for these projects be performed by city residents who meet the definition of unemployed or underemployed. We are further recommending that developers be required to exhibit best efforts to utilize unemployed or underemployed city residents to perform at least 10% of labor hours in non-construction activities connected to the projects.

For both these projects, the majority of the financing is provided by bonds purchased by the AFL-CIO Housing Investment Trust (HIT). HIT's investment in these projects is contingent on the use of 100% union labor. Thus, to be qualified to work on either of these jobs, unemployed or underemployed city residents would need to be members of construction trades unions or participating in union-sponsored apprenticeship programs.

DCD and EBEP have evaluated data from the City of Milwaukee's resident preference program, and from Big Step and Urban League, two organizations that prepare disadvantaged residents to participate in union-sponsored apprenticeship programs. This research has identified the following:

- Over the past 15 years, 552 RPP-certified individuals affiliated with a construction trades union (approximately 37/year) have worked on contracts let by the City of Milwaukee. This number includes journey workers and apprentices.
- Over the past five years, 72 individuals affiliated with a construction trades union have been identified as RPP-eligible by Urban League. This constitutes 10% of the 727 people with whom Urban League has worked. The number includes journeymen, apprentices, and individuals eligible to enter an apprenticeship program once a position opens.
- Over the past five years, Big Step has certified 407 individuals with a trade union affiliation as RPP-eligible. Of these, 98 are union journey workers, 108 are participating in apprenticeship programs, and 181 are eligible to enter an apprenticeship program once a position opens.

Individuals will be put to work on these jobs in conformance with apprenticeship ratios established by the Wisconsin Dept. of Workforce Development. A copy of the ratios is attached. You will note that, for many of the trades, there must be more journey workers than apprentices on the job. This requirement will limit the opportunities to pull apprentices and apprentice-eligible individuals from the RPP lists.

This data led us to the following conclusions:

- 1) The pool of union-affiliated RPP-eligible individuals in the construction trades who have been identified to date by RPP programs run by the City of Milwaukee, Big Step and Urban League is modest (approximately 1036 individuals over a 15-year period).
- 2) Because the data for City RPP contracting covers a 15-year period, it is likely that some of the individuals counted are no longer in the labor force or no longer living within the city limits.
- 3) The standard apprenticeship ratios, which require hiring more journey workers than apprentices, serve to further limit the number of union-affiliated RPP-eligible individuals who will actually be hired for these projects.

Members of the Zoning, Neighborhoods and Development Committee

October 27, 2009

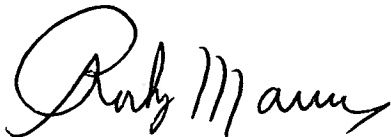
Page 3

Taking these factors into account, we believe it is appropriate to adjust the RPP requirement for construction hours to 25% of hours worked in construction activity. To augment this total, we are further recommending that developers use best efforts to use unemployed or underemployed residents for no less than 10% of worker hours expended on non-construction activities.

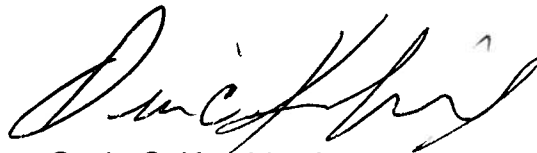
We also are recommending an adjustment of the requirements with respect to the use of Emerging Business Enterprises. The AFL-CIO HIT requires that union contractors and subcontractors be used for 100% of the construction contracts for these projects. Research done by EBEP indicates that only one-quarter of the 98 EBE-certified construction trades contractors are union-affiliated. In response to the substantial narrowing of the contractor pool, we recommend setting the EBE requirement at 20% of the dollar value of all construction contracts. In light of an even smaller pool of EBE-certified professional service providers, we recommend setting the EBE requirement at 10% of the dollar value of all professional service contracts.

Representatives of DCD and EBEP will be present at the meeting to answer your questions regarding these recommendations.

Sincerely,



Rocky Marcoux
Commissioner
Dept. of City Development



Ossie C. Kendrix, Jr.
Manager
Emerging Business Enterprise Program

HUMAN RESOURCES AGREEMENT

(_____ Project)

HUMAN RESOURCES AGREEMENT

(_____ PROJECT)

This Human Resources Agreement (“Agreement”) is entered into as of _____, by and between the City of Milwaukee (“CITY”), and _____ (“DEVELOPER”).

WHEREAS, the parties to this Agreement acknowledge and understand that this Agreement is executed in conjunction with a _____ Agreement (_____ Project) dated as of the first day of _____, 200__ (the “ _____ Agreement”) executed by the parties in connection with the implementation of Tax Incremental District No. _____;

WHEREAS, DEVELOPER acknowledges that CITY has established policies regarding the utilization of EBEs (defined below), in Chapters 355 and 360 of the Milwaukee Code of Ordinances; and

WHEREAS, DEVELOPER acknowledges that CITY has established policies regarding the utilization of CITY residents in ~~see. 309-41 and~~ Chapter 355 of the Milwaukee Code of Ordinances; and

WHEREAS, DEVELOPER acknowledges that CITY has established policies regarding the payment of prevailing wages in Chapter 355 of the Milwaukee Code of Ordinances; and

WHEREAS, DEVELOPER acknowledges that CITY has established policies regarding the employment of apprentices and on-the-job trainees in Chapter 355 of the Milwaukee Code of Ordinances; and

WHEREAS, DEVELOPER acknowledges that CITY has established policies regarding a “first-source-employment” program to be utilized in the recruiting of applicants for new and replacement employment in Chapter 355 of the Milwaukee Code of Ordinances; and

WHEREAS, DEVELOPER acknowledges that CITY's approval and execution of the _____ Agreement was conditioned upon the DEVELOPER, its Affiliates and their agents, agreeing to meet the requirements of this Agreement with respect to the development~~construction~~ of the Project.

NOW, THEREFORE, the parties agree as follows:

I. DEFINITIONS

1. EMERGING BUSINESS ENTERPRISE ("EBE") is a small business concern that is owned, operated and controlled by one or more individuals who are at a disadvantage, as defined in Chapter 360 of the Milwaukee Code of Ordinances. The individuals must have day-to-day operational and managerial control, interest in capital, financial risks and earnings commensurate with the percentage of their ownership. Emerging Business Enterprises are certified as such by the CITY Certification Program. ~~It is important to note that those businesses that were certified under the old name (Disadvantaged Business Enterprise (DBE)) will continue to qualify for the program.~~ Notwithstanding anything to the contrary contained herein, DEVELOPER may rely on CITY's certification that a particular business qualifies as an EBE and all work performed by a business certified by CITY as an EBE shall qualify as work to be applied toward the percentage of total PROJECT Costs more particularly described below.

2. EBEP means CITY's EBE Program.

3. FIRST-SOURCE EMPLOYMENT PROGRAM means an employment program operated by CITY or its designee which is to be utilized as contractors' first source for recruiting applicants for both new and replacement employment.

4. JOINT VENTURE is an association of two (2) or more persons or businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and/or knowledge.

5. PROJECT means the _____ PROJECT, as more particularly described on **EXHIBIT A**.

6. PROJECT COSTS means all costs of the PROJECT, but less and excluding all PROJECT COSTS associated with the purchase, lease or right to use any land; permit fees paid to CITY or any other governmental entity or quasi-governmental entity; utility company fees; financing and interest expenses; insurance premiums; work within trades for which there is no available EBE participation; other work not contracted through DEVELOPER and over which DEVELOPER does not have direction or control in the selection of contractors or material providers for the same; and other costs approved by DEVELOPER and the CITY's EBEP Office, with such approval not being unreasonably withheld. Prior to the commencement of each phase or portion of the PROJECT, DEVELOPER or its representatives and the EBEP Office shall meet and confer to determine the eligible PROJECT COSTS for such phase or portion of the PROJECT.

7. RPP means CITY's Resident Preference Program.

II. EMERGING BUSINESS ENTERPRISE PROGRAM

DEVELOPER shall, in developing and constructing the PROJECT, utilize EBEs for no less than 20% of the total PROJECT Construction Costs and 10% of the amounts expended for the purchase of services, professional services and supplies for the PROJECT deemed eligible pursuant to EBE guidelines.

A. DEVELOPER from and after the date of this Agreement and in conjunction with the PROJECT, shall undertake the following activities:

1. Advertising in general circulation and trade association media, as well as in community newspapers, regarding contracting and subcontracting opportunities. Advertising in the Daily Reporter and two other publications shall be the minimum acceptable level of performance. See **EXHIBIT B**.
2. Providing interested EBEs and the agencies listed in **EXHIBIT C**, with adequate information about the PROJECT plans, specifications, and contract/subcontract requirements prior to the contract bidding process.
3. Obtaining and submitting the Affidavit of Participation Plan, **EXHIBIT D**, to the EBEP Office, ~~upon request~~. This form must be submitted with contractor's or subcontractor's bids or as otherwise specified by the EBEP Office.
4. Providing written notice to all pertinent construction trade and professional service EBEs listed in the current **EBE Business**~~CITY~~ Directory, soliciting their services in sufficient time (at least 1 week) to allow those businesses to participate effectively in the contract bidding process. To identify EBEs for the PROJECT, the current *Official CITY of Milwaukee EBE Business Directory* published by the EBEP Office should be utilized. The directory can be accessed on-line at: www.milwaukee.gov/ebe.

Following-up with EBEs which show an interest in the PROJECT during the initial solicitation process and maintaining documentation of any contact with such EBE.

5. Selecting trade and professional service areas for EBE awards in which the greatest number of EBEs exist to perform the work, and where appropriate, breaking down contracts or subcontracts into smaller, economically feasible units to facilitate EBE participation.
6. Negotiating in "good faith" with interested EBEs, not rejecting EBE bids as unqualified or too high without sound reasons based on a thorough review of the bid submitted and maintain documentation to support the rejection of any EBE bid. Bids that are not cost effective, and/or which are not timely or consistent with the PROJECT schedule will be considered "rejectable" bids by the EBEP Office.
7. Using commercially reasonable efforts to utilize the services offered by public or private agencies and other organizations in identifying EBEs available to perform work.
8. Including in PROJECT bid documents and advertisements an explanation of PROJECT requirements for EBE participation to prospective contractors and subcontractors.

9. As necessary and whenever possible, using commercially reasonable efforts to facilitate the following:

- a) Joint ventures, limited partnerships or other business relationships intended to increase EBE areas of expertise, bonding capacity, credit limits, etc.
- b) Training relationships
- c) Mentor/protégé agreements

B. If DEVELOPER completes the aforementioned activities [and demonstrates “good cause”], as determined by the EBEP Office, for not meeting the 20% requirement for EBE participation for the construction of any phase or portion of the PROJECT or the 10% requirement for the purchase of services, professional services and supplies for the PROJECT, it shall be deemed that DEVELOPER has acted in “good faith” and used best efforts to achieve the requirement with respect to such phase or portion.

C. If at any point during the term of this Agreement, DEVELOPER meets or exceeds the 20% EBE requirement in conjunction with the construction of any phase or portion of the PROJECT or the 10% requirement for the purchase of services, professional services and supplies for the PROJECT, whether commenced before or after the date hereof, it shall be deemed that the DEVELOPER has achieved or exceeded CITY’s EBE requirement with respect to such phase or portion, for the purposes of fulfilling the terms of this Agreement. The parties acknowledge that fulfillment of CITY’s EBE requirement for the PROJECT shall be determined on an aggregate basis for all phases and portions of the PROJECT, whether commenced before or after the date hereof. Accordingly, to the extent that DEVELOPER exceeds CITY’s EBE requirement for any phase or portion of the PROJECT, the EBEP Office shall consider and reflect such excess in analyzing fulfillment of CITY’s EBE requirements for other phases and portions of the PROJECT.

D. Contract or subcontract amounts awarded to EBE suppliers, that do not manufacture products they supply, may only be counted for up to 20% of the 20% EBE participation requirement.

III. EBE REPORTING

DEVELOPER agrees to report to CITY’s EBEP Office on DEVELOPER’s utilization of EBEs in its contracting activities for the PROJECT, pursuant to Chapter 360 of the Milwaukee Code of Ordinances. In order to monitor the PROJECT’s EBE participation, the CITY requires, and DEVELOPER agrees to take the following steps:

A. Provide a list of all categories of PROJECT work for each phase or portion of the PROJECT, with budget allowances, for which bids will be solicited and highlight

those categories, based upon DEVELOPER's knowledge and experience, which are conducive to EBE participation.

- B. Provide the CITY's EBEP Office with documentation supporting efforts extended to solicit bids from EBEs. Upon request, DEVELOPER shall make information related to EBE bids available to CITY's EBEP Office.
- C. Submit an EBE Monthly Report to EBEP on or before the 20th of each month, or a quarterly report with the approval of the EBEP Office, on the form attached as **EXHIBIT E**.

IV. **RESIDENT PREFERENCE PROGRAM**

DEVELOPER shall, in developing and constructing the PROJECT, utilize ~~RPP-certified~~ unemployed or underemployed residents, as defined in sec. 355-1.3. of the Milwaukee Code of Ordinances, employees for no less than 25% of the total "worker hours" expended on "Construction," as defined in sec. 309.41 of the Milwaukee Code of Ordinances,¹ included in Project Costs but less and excluding all non-Construction Project Costs. In addition, DEVELOPER shall use "best efforts" to utilize unemployed or underemployed residents, as defined in sec. 355-1.3. of the Milwaukee Code of Ordinance, for no less than 10% of the total "worker hours" expended on non-Construction Project Costs and other costs which are not subject to obligations imposed on DEVELOPER by DEVELOPER's lenders to utilize specified contractors and sub-contractors. DEVELOPER from and after the date of this Agreement and in conjunction with the PROJECT, shall undertake the following "best efforts" activities:

1. Listing and causing contractors and sub-contractors to list open positions with any first source hiring agency specified by CITY's EBEP Office.
2. Disseminating information provided by CITY's EBEP Office to all contractors and sub-contractors on how to recruit unemployed and underemployed residents.
3. Listing and causing contractors and sub-contractors to list job openings with Wisconsin Job Service, W-2 agencies and other agencies as specified by CITY's EBEP Office.
4. Working in cooperation with CITY, identify and implement any other activities and steps to maximize utilization of unemployed and underemployed residents on the Project.

¹ The definition of "Construction" shall mean "Construction" as defined in sec. 309.41 of the Milwaukee Code of Ordinances, but as modified to reflect the private nature of this Project.

Prior to the commencement of the PROJECT, DEVELOPER or its representatives and the EBEP Office shall meet and confer to determine the eligible Project Costs, which are Construction costs subject to the mandatory RPP requirement as well as non-Construction and other costs subject to the "best efforts" requirements of this Section. If at any point during the term of this AGREEMENT, DEVELOPER meets or exceeds the 25% mandatory or 10% best efforts RPP requirements in conjunction with the PROJECT, it shall be deemed that the DEVELOPER has achieved or exceeded CITY's RPP requirement with respect to the PROJECT. For the purpose of fulfilling the terms of this AGREEMENT, the parties acknowledge that fulfillment of CITY's RPP requirement for the PROJECT shall be determined on an aggregate basis for all portions of the PROJECT, whether commenced before or after the date hereof, accordingly, to the extent the DEVELOPER exceeds the CITY's RPP requirement for any portion of the PROJECT, the EBEP office shall consider and reflect such excess in analyzing fulfillment of the CITY's RPP requirements for other portions of the PROJECT.

DEVELOPER shall file the reports attached as **EXHIBIT F** to evidence compliance with RPP requirements with CITY's EBEP Office.

V. LABOR STANDARDS AND WAGES

DEVELOPER shall comply with all applicable state and municipal labor standards provisions and shall pay or cause to be paid the prevailing wage rate, as defined in Wis. Stat. ~~§66.0903-0904~~ to all construction employees performing work on the Project. DEVELOPER shall provide and cause its contractors and subcontractors to provide CITY's EBEP Office any necessary documentation relative to compliance with applicable labor standards provisions and prevailing wage reports on forms specified by CITY's EBEP Office.

Notwithstanding the foregoing, the parties acknowledge that the DEVELOPER may be required to pay Davis-Bacon wage rates for construction of the PROJECT by virtue of its

participation in the U.S. Department of Housing and Urban Development Sec. 221 (d)4 loan guarantee program. In the event that Davis-Bacon requirements are deemed applicable to construction of the PROJECT, compliance with such requirements shall be deemed to constitute compliance with DEVELOPER's obligation to pay the prevailing wage rate under this Agreement, as defined in Wis. Stat. §66.0903.

VI. APPRENTICESHIP AND ON-THE-JOB TRAINEE REQUIREMENTS.

DEVELOPER shall employ, and shall require all contractors and subcontractors to employ, apprentices and on-the-job trainees in the performance of all construction contracts and subcontracts for the PROJECT entered into by DEVELOPER or each contractor or subcontractor in accordance with the maximum ratio of apprentices to journeymen established by the Wisconsin department of workforce development. In determining whether this requirement is appropriate for insertion in specifications for a particular construction contract, the EBEP Office may consider the nature of the work, whether the construction contract is of short duration and whether their work will involve trades which do not have apprentices or on-the-job trainees.

DEVELOPER shall submit and cause all contractors and subcontractors to submit contract time reports showing compliance with any contract requirements imposed in accordance with this section at least once every 3 months during the course of their work and within 10 days following completion of their work.

VII. FIRST-SOURCE EMPLOYMENT UTILIZATION.

A. DEVELOPER shall require all contractors and subcontractors on the PROJECT to utilize the FIRST-SOURCE EMPLOYMENT PROGRAM, and:

1. A contractor or subcontractor shall notify the EBEP Office, or its designee, about an open position, including a general description and the minimum requirements for qualified applicants prior to announcing or advertising such position for work which shall be performed as a result of a construction contract, construction subcontract or of a new employment position required for the PROJECT.

2. The contractor or subcontractor shall not make any public announcement or advertisement for a period of 10 business days after notification to the EBEP Office or its designee, of the availability of the position.
3. The EBEP Office or its designee shall maintain a database of job opportunities and shall provide information on these job opportunities to all city residents.
4. The advance notice period required by par. 2 shall be waived if there are no qualified candidates to refer to the contractor or subcontractor. The EBEP Office or its designee, shall notify the contractor or subcontractor of this waiver within 5 business days of being informed of the job availability.
5. The EBEP Office or its designee shall institute a tracking system and record which applicants were interviewed, which applicants were not interviewed and which applicants were hired for positions subject to this subsection.

B. The EBEP Office shall confirm that each construction contract for the PROJECT entered into by DEVELOPER requires contractors and subcontractors to enter into a first-source agreement with CITY or its designee which shall apply for the duration of the contract. A first-source recruitment agreement shall require:

1. Utilization of the FIRST-SOURCE EMPLOYMENT PROGRAM as the first source for recruitment and referral of applicants for new and replacement employment.
2. Allowing the FIRST-SOURCE EMPLOYMENT PROGRAM a minimum of 10 business days to refer applicants to contractors. Contractors may apply for a waiver of the 10-day requirement in emergency situations. Waivers may only be granted by the EBEP Office or its designee.
3. The contractor or subcontractor to interview and consider qualified applicants referred by the EBEP Office or its designee before interviewing other.
4. HIRING DECISIONS. Contractors and subcontractors shall retain the right to make all final hiring decisions.
5. AGREEMENTS. First-source recruitment agreements shall not require contractors or subcontractors to comply with this section if job vacancies or newly-created positions are filled by transfer or promotion from existing staff or from a file of qualified applicants previously referred by the EBEP Office or its designee.

C. The EBEP Office shall monitor compliance with this section.

VIII. CITY ADMINISTRATION.

CITY's EBEP Office shall have primary responsibility for the administration of this Agreement as well as primary monitoring and enforcement authority for the programs and activities encompassed by this Agreement. In exercising its responsibilities under the Agreement, CITY's EBEP Office shall use good faith and act in a reasonable manner.

Notwithstanding the foregoing, CITY's ~~EBEP~~ EBEP Office shall make all information and data collected pursuant to this Agreement available to CITY's Department of City Development, ~~Department of Public Works~~ and Comptroller in order to allow fulfillment of their respective responsibilities with respect to the programs and activities encompassed by this Agreement.

CITY's Department of City Development, ~~Department of Public Works~~ and Comptroller shall cooperate with and assist CITY's EBEP office in the administration of this Agreement.

IX. DEVELOPER ADMINISTRATIONADMINISTRATION.

DEVELOPER ~~may~~ shall retain a _____, ~~or another~~ person or firm ~~reasonably acceptable to CITY's EBEP Office~~, to act as DEVELOPER's consultant and to assist in record keeping, collection of information and the filing of all reports necessary to demonstrate compliance with the requirements of this Agreement.

X. AUDIT RIGHTS.

DEVELOPER shall keep or cause others under its control, including its contractors and subcontractors to keep accurate, full and complete books and accounts with respect to costs of developing, constructing, and completing the PROJECT and carrying out the duties and obligations of DEVELOPER hereunder. All the books and accounts required to be kept hereunder shall be maintained in accordance with generally accepted accounting principles consistently applied, and shall be kept for a period of seven years.

XI. PUBLIC RECORDS.

~~This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Public Records Law (see Wis. Stat. Ch. 19, Subch. II, and, in particular Wis. Stat. § 19.36(3) which includes records produced or collected under this Agreement). Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Both parties understand that the CITY is bound by Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. DEVELOPER acknowledges that it is obligated to assist the CITY in retaining and producing records that are subject to Wisconsin Public Records Law, and the DEVELOPER must defend and hold the City harmless from liability under that law. Except as otherwise authorized, these records shall be maintained for a period of seven (7) years from the date of this Agreement. DEVELOPER shall and agrees to cause others under its control to cooperate with CITY in the event any of them receive a request under Wisconsin's Public Records Law for this Agreement or for any record relating to, or produced or collected under this Agreement which is subject to the Public Records Law.~~

XII. NOTICES.

All notices under this Agreement shall be made in writing and deemed served upon depositing the same in the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed as follows:

A. To the CITY: EBE Program Office
City of Milwaukee
200 East Wells Street
Milwaukee, WI 53202
Attn: Director

With a copy to: Department of City Development
City of Milwaukee
809 North Broadway
Milwaukee, WI 53202

Attn: Commissioner

B. To DEVELOPER: _____

Attn: _____

With a copy to: _____

Attn: _____

XIII. SANCTIONS.

In the event that any document submitted to CITY by DEVELOPER or a contractor or subcontractor of DEVELOPER contains false, misleading or fraudulent information or demonstrates non-compliance with the requirements of this Agreement, the EBEP Office may seek prosecution under § 355-19 MCO or the imposition of any of the following sanctions:

- a. Collection of any prevailing wage shortfall, with interest, for distribution to employees performing work on the PROJECT.
- b. Imposition of a requirement that remedial efforts be undertaken by DEVELOPER for the remaining portion of the PROJECT where initial reports demonstrate non-compliance with the resident preference hours required for the PROJECT.
- c. Specific performance or specified remedies under this Agreement or any first-source recruitment agreement.
- d. Remedies available to CITY under the _____ Agreement for such non-compliance. ~~TO BE INSERTED.~~
- e. Forfeiture of all or a portion of DEVELOPER's "Human Resources Deposit." Upon execution of the _____ Agreement DEVELOPER shall deposit with CITY a letter-of-credit, cash or a bond in form and substance acceptable to the EBEP Office in an amount equal to one percent (1%) of the direct financial assistance received by DEVELOPER from CITY in aid of the PROJECT or \$25,000.00, whichever is greater (the "Human Resources Deposit"). The Human Resources Deposit shall be returned to DEVELOPER upon compliance with all of the terms, conditions and requirements of the Agreement. In the event the DEVELOPER demonstrates that "best efforts", as determined by the EBEP Office, have been exercised to meet the terms, conditions and requirements of this Agreement even though

DEVELOPER has not fully complied with such terms, conditions and requirements, fifty percent of the Human Resources Deposit shall be returned to DEVELOPER. In all other cases, the Human Resources Deposit shall be retained by the CITY.

IN WITNESS WHEREOF, the parties have executed this Human Resources Agreement
as of the ____ day of _____, 200__.

DEVELOPER

CITY OF MILWAUKEE

By: _____
Its: _____

By: _____
Tom Barrett, Mayor

By: _____
Ronald D. Leonhardt, City Clerk

By: _____
W. Martin Morics, City Comptroller

EXHIBIT A

PROJECT DESCRIPTION

(The PROJECT is legally described on EXHIBIT “___” to the _____ Agreement. A narrative description of the PROJECT is set forth in _____ of the _____ Agreement.)

EXHIBIT B

Conquistador
3206 West National Avenue
Milwaukee, WI 53215
Telephone 414.383.1000
Fax 414.383.8885
(Published weekly)

The Milwaukee Courier
2431 West Hopkins Street
Milwaukee, WI 53206
Telephone 414.449.4860
Fax 414.449.4872
(Published weekly)

Daily Reporter
225 East Michigan Street
Milwaukee, WI 53202
Telephone 414.276.0273
Fax 414.276.4416
(Published weekly)

Milwaukee Times
1938 N. Dr. Martin Luther King, Jr. Drive
Milwaukee, WI 53212
Telephone 414.263.5088
Fax 414.263.4445
(Published weekly)

Milwaukee Community Journal, Inc.
3612 N. Dr. Martin Luther King Jr. Drive
Milwaukee, WI 53212
Telephone 414.265.5300
Fax 414.265.1536
(Published twice weekly)

EXHIBIT C

African American Chamber of Commerce
6203 West Capitol Drive
Milwaukee, WI 53216
Phone: 414.462.9450

Hispanic Chamber of Commerce
816 West National Avenue
Milwaukee, WI 53204
Phone: 414.643.6963

American Indian Chamber of Commerce
10809 West Lincoln Avenue
West Allis, WI 53227
Phone: 414.604.2044

National Association of Minority Contractors
3100 West Concordia Avenue
Milwaukee, WI 53216
Phone: 414.449.0837

Hmong Wisconsin Chamber of Commerce
3616 W. National Avenue, Suite 99
Milwaukee, WI 53215
Phone: 414.645-8828

**EXHIBIT D
AFFIDAVIT OF PARTICIPATION PLAN**

DRAFT: FINAL VERSION TO BE PROVIDED BY EBEP OFFICE

Professional Service Provider/Contractor _____ Total Bid Amount \$ _____

The bidder's minimum EBE commitment is _____ % of their base contract.

Consultants, Subcontractor or Supplier	Address	EBE Certified	Type of Work	Contract Value	% of Total Contract

I certify that the firm(s) identified the service and quoted the cost. If awarded this contract, our firm _____ intends to enter into subcontract agreements with the firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under application Local, State or Federal laws.

Signature: _____ Print Name: _____

Title: _____ Date: _____

State of _____, County of _____, 20__ day of _____, 20__

My Commission Expires _____ SEAL

Signature of Notary Public

EXHIBIT E
City of Milwaukee EBE Monthly Report

DRAFT: FINAL VERSION TO BE PROVIDED BY EBEP OFFICE

Project Name:
Project Address:
Contractor Name:
Contractor Address:
Phone Number:
Project Start Date:

City Contractor Number:
Total Project Budget:
Construction Budget:
Land Acquisition Amt:
Construction Draw YTD:
Project End Date:

Report Period:
For Final Report:
Dates:

Total EBE \$ _____
Total EBE Percentage _____

EBE Goal: 18% or \$ _____

List all Emerging Business Enterprises utilized in connection with the above Project, either as subcontractors or suppliers.

NAME OF EBE FIRM	EBE	SERVICE PERFORMED OR MATERIALS SUPPLIED	SUBCONTRACT AWARD AMOUNT	AMOUNT PAID THIS MONTH	TOTAL AMOUNT PAID TO DATE
TOTAL EBE PARTICIPATION			\$	\$	\$
EBE PARTICIPATION, AS PERCENT OF TOTAL CONTRACT VALUE AND PAID TO DATE					

If the EBE participation does not equal proposed goal amounts, state what actions will be taken to achieve prior to end of the project.

Information is to be completed by EBEP Analyst:
For Statistical Purposes Only
AA-African American
ASPA-Asian Pacific American

for EBEP Use Only

Signed: _____
Submitted By: _____

A-Native American Indian
H-Hispanic

Received By: _____
Date Received: _____

Title: _____
Date: _____

EXHIBIT F

_____ Project
Construction RPP Hours Calculation
Phase _____

RPP Goal

Total Construction Hours Worked Pursuant to § 355-7.1a. "Worker Hours" includes work performed by persons filling apprenticeship and on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.	
Multiplied by 25%	
Applicable RPP Goal	
Total RPP Construction Hours	
RPP Hour Surplus/Shortfall	
RPP Percentage (Total RPP Construction Hours/Total Construction Hours Worked)	

| Doc No. 151232

