


Meeting Minutes	
Committee: County Facilities Plan Steering Committee Phase 4.0	Date: 2/11/2021
Location: teleconference	Meeting Sequence 102
Committee Voting Members in Attendance: Jim Tarantino, Stu Carron, Aaron Hertzberg, Peter Nilles, Karl Stave, Tim Christian, John Westrich, John Blonien, David Muhammad, Erica Hayden	

1. Approval of January 14, 2021 CFP meetings minutes

Action: A motion to approve meeting minutes from the January 14, 2021 meeting was seconded, motion passed unanimously.

2. County Facilities Plan System Update

No items.

3. County Facilities Plan Project Requests

a. 2019-019 – BHD Crisis Redesign CSM

The draft CSM will be submitted to the City of Milwaukee as part of their review of the request for rezoning. A motion to recommend approval of the draft CSM as presented was seconded, motion passed unanimously.

4. County Facilities Plan Strategy Updates (informational only, no action taken)

a. CFP strategy and racial equity focus

i. CBRE information

LaTonya Flournoy from CBRE provided an overview of the racial equity approach that CBRE has taken. CBRE's approach is provided in the attached slides.

ii. Community Benefit Agreements

DHHS is currently collaborating with the Office on African American Affairs on a community benefits agreement for the secure residential care center for children and youth (SRCCCY) project. Also attached is a sample template of a community benefits agreement developed for DAS-ED projects.

5. New Business

No items.

6. Tabled Topics & Projects (informational only, no action taken)

No items.

7. Announcements (informational only, no action taken)

No items.

8. Adjournment

DRAFT

Ways to address Racial Inequity

Get educated on intersectionality

1. Research and educate self on the meaning of intersectionality

2. View all D&I initiatives through an intersection lens

3. Partner with a D&I consulting firm to provide guidance and benchmark

Collect reliable data on race and ethnicity

1. Conduct a legal audit – areas that represent your workforce

2. Consider alternatives to ethnicity and race – such as nationality, place of birth, etc.

3. Develop a communication plan – include underrepresented communities in conversations about data collected

Start the conversation about racism

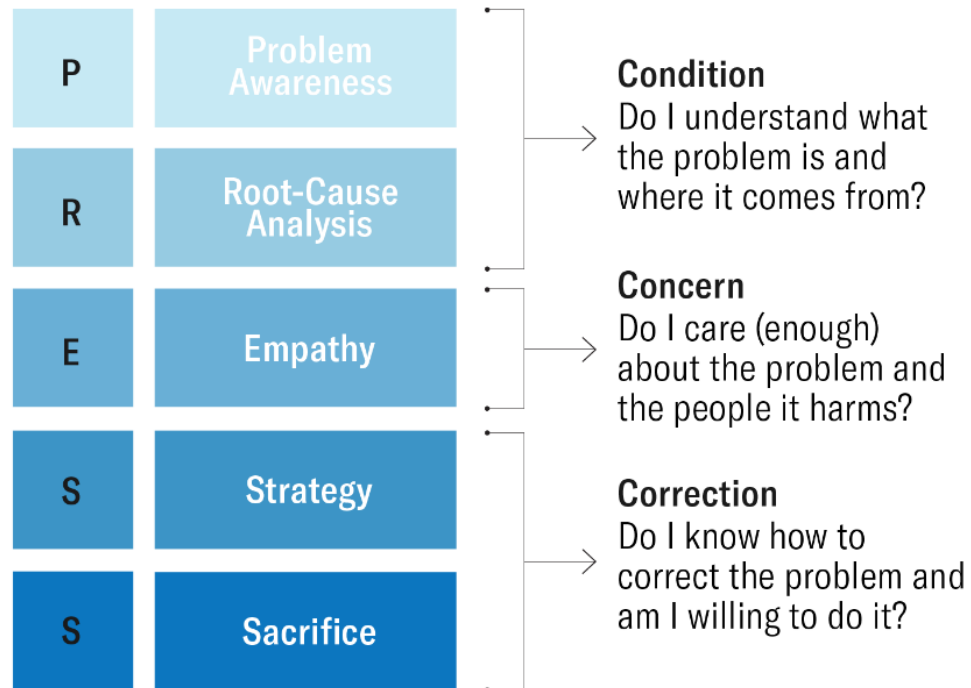
1. Identify barriers and develop programs aimed at positive change

2. Be ok to have uncomfortable conversations

3. Create a council

“Diversity and Inclusion initiatives that do not acknowledge intersectionality and fail to integrate it into diversity programming ignore unique inequities”*Deloitte: Listening, Learning, and Taking Action against systematic bias and racism*

Road Map for Racial Equity



Organizations move through these stages sequentially, first establishing an understanding of the underlying condition, then developing genuine concern, and finally focusing on correcting the problem.



<https://hbr.org/2020/09/how-to-promote-racial-equity-in-the-workplace>

How CBRE addressed Racial Inequity

CBRE response

1. CEO sent an internal/external statement regarding social injustice and where CBRE stood

2. Hosted a townhall through the African American Business Resource Group and enterprise-wide

3. D&I presentations, courage conversations, resources and councils created

Inclusive Workplace & Unconscious Bias Training

1. Enterprise mandated training began in 4th qtr of 2020 to complete by 2nd qtr 2021

2. Additional training opportunities within the company's training library

3. Specific HM training for recruiting purposes

CBRE – Global Workplace Solutions Initiatives



- **Facility Coordinator to FM Development initiative kicked off 1/15.**
Initiative to develop facility coordinators to FMs and AFMs
- **Investigating partnering with Job Corp to consider their graduates for our apprenticeship programs in CBRE trades**
- **Leveraging EBRGs to solicit transition talent for new business we bring on**
- **Distributed Global Cultural Calendar as a direct result of feedback from employees**
- **Removed job requirements limiting female candidates in LatAm FM**
- **Unconscious Bias training for all managers**
- **Formation of LatAm Steer Co.**
Formed a steering committee for LatAm in the FM space to promoted diversity

Strategy Teams

1. Create Intentional Inclusion

1A: Reflect the full diversity of the County at every level of County government

1B: Create and nurture an inclusive culture across the County government

1C: Increase the number of County contracts awarded to minority and women-owned businesses

2. Bridge the Gap

2A: Determine what, where and how we deliver services based on the resolution of health disparities

2B: Break down silos across County government to maximize access to and quality of services offered

2C: Apply a racial equity lens to all decisions

3. Invest in Equity

3A: Invest “upstream” to address root causes of health disparities

3B: Enhance the County’s fiscal health and sustainability

3C: Dismantle barriers to diverse and inclusive communities

Strategy Teams

1. Create Intentional Inclusion

2. Bridge the Gap

3. Invest in Equity

I
Diversity & Inclusion Team - Margo Franklin

1A: Reflect the full diversity of the County at every level of County government

1B: Create and nurture an inclusive culture across the County government

II
Equitable Contracting Team - Julie Landry

1C: Increase the number of County contracts awarded to minority and women-owned businesses

IV
Integration Team – Kelly McKone

2B: Break down silos across County government to maximize access to and quality of services offered

V
Racial Equity Lens Team – Jeff Roman

2C: Apply a racial equity lens to all decisions

III
Service Alignment Team – Mary Jo Meyers

2A: Determine what, where and how we deliver services based on the resolution of health disparities

3A: Invest “upstream” to address root causes of health disparities

3B: Enhance the County’s fiscal health and sustainability

VI
Fiscal Health Team – Joe Lamers

3C: Dismantle barriers to diverse and inclusive communities

VII
Inclusive Communities Team - CEX

COMPLIANCE PLAN

Developer:

Project:

OVERVIEW

("Developer") proposes to utilize this Compliance Plan with Milwaukee County to fulfill its obligations under the Development Agreement dated _____, _____ to provide perceptible community benefits for the taxpayers of Milwaukee County on project. It is the intent of Developer to successfully establish relationships with certified TBE construction contractors and professional service providers to participate on construction and professional service contracts awarded for the completion of this Project. It is the intent of Developer to provide employment opportunities for Milwaukee County residents. Thus, in an effort to provide such benefits, Developer has set the following goals with respect to employing targeted business enterprises and members of the local workforce residents:

TBE PARTICIPATION GOALS:

Construction Project Costs including Architecture & Engineering: 30%

Professional Services Project Costs excluding Architecture & Engineering: 17%

RESIDENTIAL HIRING GOALS:

Total Project Hours for Milwaukee County Residents: 40%

APPRENTICESHIP & TRAINING OPPORTUNITY GOALS:

Total Project Hours for Apprenticeships/Job Training: 10%

Resource connections are established and maintained with the assistance of the Developer's Compliance Coordinator to engage TBE firms for project inclusion and to connect Milwaukee County residents with employment opportunities. The Developer's Compliance Coordinator (_____) will collaborate with the Community Business Development Partners (CBDP) office and the Developer's Construction Manager in TBE community outreach, capacity building (TBE firms), employment partnerships and joint ventures, and acute engagement with underrepresented racial minorities residing in Milwaukee County to assure workforce compliance.

SECTION ONE: TBE PARTICIPATION

General Information

The County's Community Business Development Partners (CBDP) department administers the provision that ensures compliance with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires good faith efforts (GFE) to achieve participation of certified Targeted Business Enterprise (TBE) firms. CBDP knows the TBE market, handles the certification of firms, can assist in the portioning out of contracts to increase TBE participation and be instrumental in the facilitation of contractor/TBE relationships.

CBDP reserves the right to adjust more or less participation to TBE categories, as it deems necessary to meet the program requirements, based upon knowledge of the available TBE firms to perform on specific project work.

Commitment

In construction of the Project and performance of its duties and obligations hereunder, the Developer and each Contractor shall not discriminate against any employee or applicant for employment on the basis of sex, race, color, national origin, sexual orientation, religious belief, age or disability, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships. The Developer will post in conspicuous places, accessible to employees, notices setting forth the provisions of the foregoing nondiscriminatory clause. The Developer will strive to implement the principles of equal employment opportunities through an effective affirmative action program, which program shall have as its objective to increase the utilization of women, minorities and handicap persons, and other protected groups in the Developer's employment at the Project for so long as it is located there, and in construction of the Project. The Developer will include this requirement in any and all contracts and subcontracts entered into under this Compliance Plan. Prime contractors further agree to take affirmative action to ensure that TBE firms have the maximum opportunity to compete for and substantively perform on the Project. Accordingly, each prime contractor shall commit to achieve the participation requirements established above.

All construction bidders further commit that they will not require TBE firms to engage in exclusive relationships with them (other than joint venture relationships approved by Milwaukee County) as a condition to their participation in the construction services being bid. Bidders who engage in such restraint of trade or attempts to monopolize utilization of TBE firms may have their bids rejected.

Certification

In reviewing the initial participation plan, firms must be certified prior to award. No TBE credit can be given for expenditures with a non-certified firm.

A TBE firm must be certified by one of the members of the Unified Certification Program

Partners (“UCP”): the Wisconsin Department of Transportation, City of Madison, Dane County and Milwaukee County. The UCP applies only to TBE certification granted under federal USDOT regulation (49 CFR Part 26).

Firms that do not have current certification can find instructions and the necessary application forms for TBE certification at the following site:

<https://county.milwaukee.gov/EN/Administrative-Services/Community-Business-Development-Partners#certification>

All TBE firms participating in the Project must maintain TBE certification during the entire term of their contract. CBDP will work with firms to assist in obtaining or updating TBE certification. If documented efforts to have uncertified firms receive certification through the UCP are unsuccessful, DEVELOPER may still receive participation credit, at the discretion of CBDP, if the firm is certified under one of the following reputable programs: City of Milwaukee SBE, MMSD SWMBE, or State of Wisconsin Supplier Diversity Program (State of Wisconsin DOA). The CBDP office should be contacted directly at 414-278-4747 with specific questions and concerns.

Participation Calculation

The TBE participation credited towards the contract goals for both TBE and non-TBE prime contractors is calculated on the following criteria:

1. One hundred Percent (100%) participation credit will be allowed for all work self-performed where the **prime contractor is a TBE firm**. TBE firms at the first tier are encouraged to subcontract with other TBE firms.
2. One hundred Compliance Percent (100%) participation credit will be granted for all contracts and purchase orders awarded to TBE firms if the identified scope of work has a **commercially useful function** in the actual work of the contract and is performed directly by the TBE firm with its own workforce. CBDP shall determine and evaluate whether or not the firm is performing a commercially useful function on the project.
 - a. To determine whether a firm is performing a commercially useful function, CBDP may evaluate the amount of work subcontracted, reasonable and customary industry practices, and other relevant factors. The participation credit allowed shall be based upon an analysis by CBDP of the specific duties that will be performed by the TBE firm(s). Each TBE firm shall be expected to actually manage and supervise the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment and shall perform that portion of the actual work which is reasonable and customary within their industry.
 - b. CBDP reserves the right to deny or limit participation credit to the contractor where any TBE firm is found to be engaged in subcontracting without prior

approval of CDBP. TBE firms must be independent businesses.

3. One hundred Percent (100%) participation credit granted for contracts held with **lower tier TBE subcontractors** performing work with its own workforce. Credit is granted at 100% for all material purchased and installed by a TBE subcontractor.
4. One hundred Percent (100%) participation credit will be granted for contracts held with **lower tier TBE subcontractors who subcontract with other TBE firms**. If TBE further subcontracts a portion of its work to another firm, the value of the subcontracted work will be counted towards TBE goal only if the work is performed by another TBE firm.
5. One hundred Percent (100%) participation credit will be granted for the **cost of all materials and supplies purchased and installed by the TBE** for the work of the project. Credit shall also be given for the cost of leasing equipment provided the TBE subcontractor does not lease the equipment from the prime contractor, construction manager or affiliates thereof.
6. One hundred Percent (100%) participation credit for all purchases for materials or supplies from **TBE manufacturers or fabricators**. This includes concrete “manufacturers.” A TBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises goods from raw materials or substantially alters the materials or supplies obtained by the contractor.
 - a. CERTIFICATION ALONE IS NOT ACCEPTABLE. Contractors should submit a copy of the official and legal wholesale distributor agreement(s) between the supplier and the manufacturer for all brands to be supplied by the wholesaler. If legal agreements are not provided, products supplied by the wholesaler may not be counted for participation credit, or at best, credit towards participation will be limited to the amount of profit actually realized by the supplier.
7. Sixty Percent (60%) participation credit will be granted on expenditures for materials or supplies purchased from a certified TBE “Regular Dealer.” A **Regular Dealer** is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. A Regular Dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns and operates distribution equipment.
 - a. Brokers, packagers and manufacturers’ representatives or other persons who arrange or expedite transactions are **not** regarded as Regular Dealers. TBE firms may be utilized to assist in the procurement of materials and supplies, but credit will be allowed only from the amount of fees or commissions realized by the TBE firm and not the full price of the merchandise provided under any circumstance. TBE Contractors or lower tier TBE subcontractors who provide substantial material and/or supplies for the Project for which they do not participate in its

install, shall be considered Brokers and Participation Credit will be limited to the commission or fee paid to the contractor or supplier for the material supplied.

8. One hundred Percent (100%) participation credit will be granted for the **fees or transportation charges** for the delivery of materials or supplies by a TBE to a job site, provided the Developer determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The cost of the material and supplies transported under this provision will not be considered towards TBE participation unless the materials or supplies are from TBE manufacturers as covered elsewhere in this document.
9. One hundred Compliance Percent (100%) participation credit will be granted for **transportation expenditures with TBE trucking firms** provided the TBE firm is responsible for the management and supervision of the entire trucking operation for which it has contracted. The TBE must also use trucks it owns, insures, and operates using drivers it employs. The TBE may lease trucks from another TBE firm, including an owner- operator who is certified as a TBE. The TBE who leases trucks from another TBE receives credit for the total value of the transportation services the lessee TBE provides on the contract. The TBE may also lease trucks from a non-TBE firm, including an owner-operator. However, the TBE who leases trucks from a non-TBE firm is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The TBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a TBE. (Concrete ready-mix operators may not get credit for leased concrete delivery trucks from non-TBE firms).
10. TBE participation credit will be affected proportionately by **approved change orders**. On change orders, the contractor shall be expected to achieve the level of participation for the change order segment of work in the contract documents, i.e., if a scope of work is contracted at 30% TBE, then change orders for that scope of work should also have at least the 30% TBE participation. Change Orders at 17% for all Professional Services excluding Architect and Engineer will apply.
11. 100% Participation Credit will be granted for contracts where the Contractors are **Certified TBE operating as a Joint Venture** for all work self performed by the Joint Venture. However, when evaluating a Contractor's bid documents, Certified TBE firm Joint Ventures at the first tier shall be expected to make a substantial good faith effort to achieve all of the subcontracting Participation Level requirements of any other first tier Contractor.
12. Prorated participation credit will be granted on the aggregate dollar value of contracts where the Contractor is a legal joint venture, approved by the CBDP, where the participation by the Certified TBE(s) in the Joint Venture is less than or equal to 50%. The prorated percentage will be equal to the percentage of substantive participation by the TBE entities in the Joint Venture, as determined by the CBDP office. In order to

have this Participation Credit option considered, an “Affidavit of Joint Venture” must be fully completed and on file with attachments.

CBDP may request, and a proposer or prime contractor shall promptly furnish, additional information to assist in the making of participation credit determinations, including, without limitation: (1) specific information concerning any supplier’s broker fees, mark-up, and/or commissions; (2) intended suppliers or other sources of labor, equipment, materials and/or services; (3) specific financial or other risks to be assumed by the TBE firm; and (4) identification of employees and supervisory personnel assigned to perform the project.

Reporting Forms

Throughout the excavation and construction period, Developer will issue several bid packages. The Developer’s Compliance Coordinator monitoring TBE participation shall inform CBDP and DAS-Economic Development of the bid release date, date of pre-bid meeting(s) and provide copies of the bid documents/specifications. This will allow CBDP to promote the event/opportunity with certified firms, and to attend the meeting to answer questions, if any. Prior to beginning the work specified in said bid documents, The Developer’s Compliance Coordinator shall submit to CBDP, with copies to DAS-Economic Development, forms TBE-14 (Commitment to Contract with TBE Firms) and TBE-02 (Subcontractor/Subconsultant/Supplier Information). Listing a TBE on these forms shall constitute a written representation and commitment that the prime contractor has communicated and negotiated directly with the TBE firm(s) listed and intends to utilize them. The prime contractor will be required to enter into subcontract agreements or execute purchase orders with the TBE firm(s) for the work and price set forth on the form TBE-14. Prime Contractors shall provide Developer’s Construction Manager with copies of all contract agreements with TBE subcontractors shall submit copies of agreements and/or purchase orders with all TBE firms listed on form TBE-14 to CBDP and DAS-Economic Development within ten (10) days from receipt of notice to proceed.

The Developer’s Construction Manager must also maintain TBE participation and performance logs. If a TBE firm listed on TBE-14 cannot perform, or the Construction Manager or Prime Contractor has a problem meeting the TBE goal, or any problem relative to the Compliance Plan requirements, the Prime Contractor shall immediately contact the Developer’s Compliance Coordinator office at _____ and CBDP office. If needed, Prime Contractor should submit a written request for substitution, including the reason for the request along with job performance logs. All substitutions must be approved.

Project subcontractors under a prime contractor (whether TBE or non-TBE) must be paid, upon satisfactory performance of its subcontract, no later than seven (7) calendar days from the receipt of each payment the prime contractor receives. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to Developer’s Compliance Coordinator or other Developer designee.

In instances where a contractor delays or postpones payment due to a dispute, the Contractor must notify the Subcontractor and the Developer's Compliance Coordinator or designee in writing, within seven (7) calendar days of receipt of payment, that Subcontractor payment is being withheld. The written notification must indicate the reasons and grounds for withholding the payment. Any amount not in dispute must be paid to the Subcontractor within the seven (7) calendar day timeframe as identified above.

If Developer or its designee determines that the Contractor does not have good cause for delaying or withholding payment, the Contractor must pay the subcontractor within five (5) calendar days of such written decision. Contractors must agree to return any retainage payment to Subcontractors within seven (7) calendar days after receipt of its retainage payment. All Contractors are required to ensure that all subcontractors will include this prompt payment provision and retainage provisions in all subcontracts at all level or tiers of subcontracting.

The County reserves the right to require DEVELOPER to utilize B2Gnow, or other internet-based system for reporting purposes.

Good Faith Efforts

DEVELOPER has pledged to also undertake the following activities, all of which shall be recorded on form TBE-01. Unless otherwise approved by CBDP in writing, DEVELOPER shall complete the following:

- Designate an individual on the project that will dedicate a significant portion of their time to ensuring the TBE goal is met;
- Utilize the UCP directory to locate TBE firms;
- Utilize other local directories to find firms certified by other reputable agencies; encourage them to seek certification from the County and bid on the work;
- Publish notices to bid with various organizations, groups and industries that support the efforts of the TBE community so that Developer may reach TBE firms that it may not be familiar with or that may not be familiar with Developer and its project;
- Publish notices to bid with the Daily Reporter and other daily publications that may be subscribed to by the organizations;
- Follow up on notices with personal phone calls encouraging TBE firms to participate;
- Offer TBE firms assistance in submitting the proper bid documents;
- Have both print and electronic plan rooms to easily distribute plans to TBE groups on a large scale;

- Reduce various scopes of work to a scale that makes bidding the work feasible for TBE firms that are not equipped to take on larger scale project;
- Require TBE participation from larger subcontractors.

Compliance Review and Sanctions

TBE utilization reports (TBE-16) must be submitted with each Payment Application. These reports cover the period from the start of the project to the end of each period covered by the payment applications being submitted until the end of the project when the last payment application is submitted. In addition, when submitting Payment Applications (AIA Form or similar), the Prime Contractor should list separately the TBE participation contract value (usually by placing “TBE” behind the work item).

The contractor agrees, as a condition of receiving a contract with Developer’s projects (in connection with the Park East Corridor development), that if it is found in violation of the compliance provisions during the performance of the Project, Developer shall be entitled to enforce such remedies as it may deem appropriate. During the performance of a contract for the Project, the Developer’s Compliance Coordinator reserves the right to conduct compliance reviews as needed. If the Contractor is not in compliance with the Developer’s Compliance Plan, the Developer’s Compliance Coordinator will notify the Contractor in writing of the corrective action that will bring the Contractor into compliance. If any document or forms submitted by a Contractor contains false, misleading or fraudulent information, or if a Contractor fails to submit required documentation and reports as requested, such actions or inaction shall be considered an act of non-compliance. If any Contractor or subcontractor is found to be not in compliance with the requirements of the Participation Plan, including submission of documents containing false, misleading, or fraudulent information in connection with obtaining, maintaining or connected with any Developer contract, the Developer’s Compliance Coordinator may recommend that one or more of the following actions be taken on the offending Contractor, subcontractor, bidder or individual:

- a. Withholding payments.
- b. Termination, suspension or cancellation of the contract in whole or in part.
- c. Denial to participate in any further contracts awarded by Developer for a specified period of time.

Any other remedy available to Developer.

SECTION TWO: PREVAILING WAGES

INTENTIONALLY DELETED

SECTION THREE: RESIDENTIAL HIRING

General Information

DAS-Economic Development administers the local workforce (residential) hiring provision of the compliance plan. All development agreements subject to the compliance plan require good faith efforts on behalf of developers and contractors to hire Milwaukee County residents, providing increased jobs and tax base on the land development. The Compliance Plan requires Contracts to make a good faith effort to employ racial minorities consistent with their percentages within the County's working age population as of the most recent decennial US Census.

Developers shall strive for a project workforce that is at least 40% Milwaukee County Residents. All contracting entities on the project site will be asked to provide a listing of construction job vacancies to Developer's Compliance Coordinator so that local applicants can be notified and assisted in applying for the vacancies.

All individuals employed through this project must be confirmed as Milwaukee County residents before their employment can be counted for Participation Credit.

Reporting Forms

Developer will be required to submit to DAS-Economic Development a Certificate of Good Faith Efforts – Workforce Hiring (ECD-01) prior to beginning work to document how Developer went about achieving its stated residential hiring goal.

Further, Developer is required to provide the certified weekly payroll reports of its contractors and subcontractors to the County on a monthly basis. The certified payroll form will likewise be used for tracking apprenticeship/job training reporting. In addition to these payroll reports, Developer shall be required to submit affidavits from its employees affirming their resident status, with included proof of residency. Developer may be required to use LCPTracker, or other internet-based system to submit the payroll reports.

Good Faith Efforts

Developer has pledged to undertake the following activities, all of which shall be recorded on form ECD-01. Unless otherwise approved by DAS-Economic Development in writing, Developer shall complete the following:

- Advertise in notices that Developer is looking for County resident participation
- Sit down with unions to discuss what tools they can utilize to help find local workers
- Connect with local organizations such as Employ Milwaukee, Milwaukee Urban League and Big Step to assist in locating resident workers

Failure to Comply

Developer shall be subject to periodic compliance review by DAS-Economic Development. In situations of noncompliance and where good faith efforts were not taken by Developer to meet the goals, the County may retain up to \$50,000 of Developers performance deposit, and/or prohibit the Developer from participating in future Milwaukee County contracting opportunities. In the event Developer consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek immediate remediation via withholding a portion of the performance deposit that cannot exceed \$50,000.

SECTION FOUR: ENHANCED APPRENTICESHIP/JOB TRAINING HIRING

General Information

DAS-Economic Development administers the enhanced apprenticeship/job training provision of the Compliance Plan. All development agreements subject to the Compliance Plan require good faith efforts on behalf of Developers to employ apprentices and other persons involved in job training programs at levels consistent with their stated goal.

Reporting Forms

If at any time DEVELOPER anticipates it will not achieve its apprenticeship/job training or residential hiring goals, DEVELOPER shall be required to submit to DAS-Economic Development a Certificate of Good Faith Efforts – Workforce Hiring (ECD-01) prior to beginning work to documenting how efforts DEVELOPER went made to about achieving its stated apprenticeship/job training goal. This Certificate will also document DEVELOPER’S efforts to achieve its residential hiring goal. Further, DEVELOPER is required to enter provide the certified weekly payroll reports of its contractors and subcontractors into LCPTracker to the County on a monthly basis. The certified payroll form LCPTracker will likewise be used for tracking residential hiring. Whether additional reporting will be needed to verify the status of those workers coming from job training programs will be determined with the assistance of the job training program. DEVELOPER may be required to use LCPTracker, or other internet-based system to submit the payroll reports.

Good Faith Efforts

DEVELOPER has pledged to undertake the following activities, all of which shall be recorded on form ECD-01. Unless otherwise approved by DAS-Economic Development in writing, DEVELOPER shall complete the following:

- Work with Job-Training programs such as Big Step and Job Corps
- Require each union contractor/subcontractor to put at least one (1) apprentice on a crew. Whether more are permitted depends on the size of the crew and union rules.

Failure to Comply

DEVELOPER shall be subject to periodic compliance review by DAS-Economic Development. In situations of noncompliance and where good faith efforts were not taken by the Developer, the County may retain up to \$50,000 of the DEVELOPER’S performance deposit, and/or prohibit the

DEVELOPER from participating in future Milwaukee County contracting opportunities for a period of up to three (3) years. In the event DEVELOPER consistently submits late or incomplete reports, it shall be in the discretion of the County whether to seek immediate remediation via withholding a portion of the performance deposit that cannot exceed \$50,000.

SECTION FIVE: REPORTING SCHEDULE

All reports referenced in this Compliance Plan are attached hereto. Their submittal should be consistent with the following schedule. Should Developer desire to utilize different reports, written consent from DAS-Economic Development and CBDP is required.

The following reports are due PRIOR to the award of any contracts:

- TBE-01: Certificate of Good Faith Efforts – Workforce Hiring (for Contractors who believe they are unable to achieve the Compliance Plan TBE requirements for their scope of work)
- TBE-02, TBE-14: Commitment to Subcontract with TBE Firms

The following reports are due 7 DAYS PRIOR TO BEGINNING WORK on the contract:

- TBE-14: Commitment to Utilize TBE
- TBE-02: Bidder Information
- Prime Contractors' copies of all contract agreements with TBE subcontractors, including third and fourth tier subs

The following reports are due on a MONTHLY BASIS and shall be submitted within 7 days of the end of a month:

- TBE Utilization Reports entered into B2Gnow
- Certified payroll reports entered into LCPTracker

The following reports are due on a VARIABLE BASIS, as laid out below:

- Employee affidavits and proof of residency due when the employee commences work on the project

All other reports shall be submitted to:

Community Business Development Partners
Milwaukee County Dept. of Admin. Services
633 W. Wisconsin Avenue, Suite 902
Milwaukee, WI 53203

With a copy to:

DAS-Economic Development

Milwaukee County Dept. of Admin. Services
633 W. Wisconsin Avenue, Suite 903
Milwaukee, WI 53203

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