

**City of Philadelphia**  
**Economic Opportunity Plan**  
**East Park Canoe House**

**I. Introduction, Definitions and Goals**

Temple University has been an Integral part of the fabric of Philadelphia for 130 years. One Sunday evening in 1884, a young printer brought six of his friends for tutoring by Russell Conwell, a Baptist minister, in his study. The number soon grew to forty students. Today, Temple University is the 27th largest university in the United States with 37,000 students and nine campuses In Pennsylvania, Europe and Asia. However, Temple remains "Philadelphia's public university" and continues to educate and employ Philadelphia's residents. The renovation of the East Park Canoe House (the "Project") is another example of Temple's willingness to partner with the City of Philadelphia and offer access to excellence to the youth of Philadelphia.. The City of Philadelphia and Temple University strongly encourage the use of certified Minority ("MBE"), Women ("WBE"), Disabled ("DSBE") and Disadvantaged<sup>1</sup> ("DBEs") Business Enterprises (collectively, "M/W/DSBEs") and minority and female workers in all aspects of the Project which may include opportunities relating to Temple's obligations to maintain space in the Canoe House. In support of this objective, Temple University commits to this Economic Opportunity Plan ("EOP" or "Plan").

This Plan contains ranges of projected M/W/DSBE business utilization and goals for the employment of minority and female workers in connection with the Project. This Plan shall be a part of and incorporated into the sublease agreement between the PAID and Temple University.

Temple University does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, or handicap in the award and performance of its contracts. Temple University is committed to a policy of inclusion for businesses owned by diverse persons.

Temple University hereby verifies that all information which may be submitted to the Office of Economic Opportunity ("OEO") in response to this Plan from time to time, will be true and correct and acknowledges that the submission of false information is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities and 18 Pa.C.S. Section 4107.2 (a)(4) relating to fraud in connection with minority business enterprises or women's business enterprises.

For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency<sup>2</sup> will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at [www.phila.gov/oeo/directory](http://www.phila.gov/oeo/directory).

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<sup>1</sup>Disadvantaged Business Enterprises ("DBEs") are those socially or economically disadvantaged minority and woman owned businesses certified under 49 C.F.R. Part 26.

<sup>2</sup>A list of "OEO approved certifying agencies" can be found at [www.phila.gov/oeo](http://www.phila.gov/oeo)

For this Plan, the term "Best and Good Faith Efforts," the sufficiency of which shall be in the sole determination of the City, means: efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives herein stated. Best and Good Faith Efforts are rebuttably presumed met, when commitments are made within the M/W/DSBE Participation Ranges established for this development and a commitment is made to employ a diverse workforce as enumerated herein.

II. Goals

1. M/W/DSBE Participation Ranges

As a benchmark for the expression of "Best and Good Faith Efforts" to provide meaningful and representative opportunities for M/W/DSBEs in the Project, the following participation ranges have been established. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable through the exercise of Best and Good Faith Efforts. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. These ranges are based upon an analysis of factors such as the size and scope of the development and the availability of MBEs, WBEs, DSBEs and DBEs to participate in this development:

The following contract goals have been set for the Project:

Contracts	Minority Owned	Female Owned	Disabled Owned
Maintenance Services	10% - 15%	5% - 10%	<i>Encouraged</i>

2. Employment

Temple University agrees to exhaust Best and Good Faith Efforts to employ a diverse workforce which shall include minority persons and females in any work related to the Project.

III. Responsiveness

A. Temple University shall identify all M/W/DSBE commitments and other agreements evidencing its intent to use Best and Good Faith efforts to employ minority persons and females at the levels stated herein on the form entitled, "M/W/DSBE Participation and Workforce Commitments." The identified commitments on this form constitutes a representation that the M/W/DSBE is capable of providing commercially useful goods or services relevant to the commitments and that Temple University has entered into a legally binding commitments or other legally binding agreements with the listed M/W/DSBEs for the work or supply effort described and the dollar/percentage amount(s) set forth on the form. In calculating the percentage of

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M/W/DSBE participation, the standard mathematical rules apply in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern.

B. M/W/DSBE commitments are to be memorialized in a written subcontract agreement. Temple University shall maintain letters of intent, quotations, contracts, subcontracts and any other documents evidencing commitments with M/W/DSBEs, including the M/W/DSBE Participation and Workforce Commitments Form.

C. OEO will review commitments for the purpose of determining whether Best and Good Faith Efforts have been made. OEO reserves the right to request further documentation and/or clarifying information at any time during the construction and development of the Project.

#### IV. Compliance and Monitoring of Best and Good Faith Efforts

A. Temple University agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, upon the request of OEO, documentation relative to its implementation of the Plan, including the items described below:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation; and
- Telephone logs and correspondence relating to M/W/DSBE commitments.
- To the extent required by law, Temple University shall ensure that all its on-site contractors maintain certified payrolls which include a breakout of hours worked by minority and female apprentices and journeypersons; these documents are subject to inspection by OEO.

#### B. Prompt Payment of M/W/DSBEs

1. Temple University agrees and shall cause all its contractors to ensure that all M/W/DSBEs participating in the Project receive payment for their work or supply effort within five (5) business days after receipt of a proper invoice following satisfactory performance.

#### V. Remedies and Penalties for Non-Compliance

A. Temple University agrees that its compliance with the requirements of this Plan is material to the sublease agreement. Failure to comply with the Plan may constitute a substantial breach of the sublease agreement and is subject to the remedies and penalties contained therein or otherwise available at law or in equity. Notwithstanding the foregoing, no privity of contract exists between Temple University, the City and any M/W/DSBE identified in any contract resulting from Temple University implementation of the Plan. Neither Temple University nor the

City intends to give or confer upon any such M/W/DSBE any legal rights or remedies in connection with subcontracted services under any law or policy or by any reason of any contract resulting from implementation of the Plan except such rights or remedies that the M/W/DSBE may seek as a private cause of action under any legally binding contract to which it may be a party.

Kenneth Kaiser  
CFO and Treasurer

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PRINT NAME OF Temple University Representative DATE

 6/29/15  
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SIGNATURE OF Temple University Representative<sup>3</sup> DATE

 6/29/2015  
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ANGELA DOWD-BURTON, Executive Director, Office of Economic Opportunity DATE

<sup>3</sup> Temple University is required to sign and date. Temple University will receive from the City a certified copy of its Plan which should be filed with the Chief Clerk of City Council within fifteen (15) days of issuance and published by OEO, in a downloadable format, on the OEO website.