GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

Office of Employer Services

Ms. Samara R. Gerson, ESQ
Law Offices
Griffin, Farmer & Murphy, LLP
1912 Sunderland Place, N.W.
Washington, D.C. 20036

OCT 0 3 2003

Dear Ms. Gerson:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Belmont Partners, LLC c/o Bozzuto Homes, Inc.

Under the terms of this Agreement, your client is required to use DOES as the first source to fill all new jobs created as a result of the Zoning Case for the Meridian Hill Condominiums project. In addition, at least 51% of the newly created jobs must be filled by D.C. residents, as well as, at least 51% apprentices and trainees must be District residents.

Your client should post the job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. VOS is an advanced web-based workforce development system, which allows employers to place job orders and search for applicants by skill-set or position. The system also accommodates the employer looking for specific industrial and economic data and has a series of Internet links to a variety of issues and topics of interest to employers. Should you or your client need assistance in posting the job vacancies, please contact Job Bank at (202) 698-6001.

Also, enclosed is a Contract Compliance Form, which must be completed and submitted by your client and the subcontractors each month. This form collects data on all new hires employed on the project. A DOES contract monitor will compare the information provided on this form with your client actual employment and payroll records. If you have any questions regarding the Contract Compliance Form, please contact Shirley McKoy at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Susan O. Gilbert
Associate Director
Office of Employer Services

Enclosures

ZONING COMMISSION
District of Columbia
Case 03-04
Exhibit 33

ZONING COMMISSION
District of Columbia
CASE NO.03-04
EXHIBIT NO.33

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: MERIDIAN HILL CONDOMINIUMS

Project Address: 1437 Belmont Street, N.W. Ward: 1
Washington, DC 20009

Nonprofit Organization: (Yes) _____ (No) xxxx

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and Belmont Partners, LLC c/o Bozzuto Homes, Inc., hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.

B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling $100,000 or more, to enter into a First Source Employment Agreement with DOES.

C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.

D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.

F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/ subcontract.

G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.

H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.

I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling $500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.

J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least $500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.

K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

II. RECRUITMENT

A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.

C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. PLACEMENT

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.

D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.

B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

A. Contracts, subcontracts or other forms of government-assistance less than $100,000.

B. Employment openings the contractor will fill with individuals already employed by the company.

C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.

D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.

B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.

C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.

D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or

2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
   a. Material supporting a good faith effort to comply;
   b. Referrals provided by DOES and other referral sources; and
   c. Advertisement of job openings listed with DOES and other referral sources.

F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:

1. A good faith effort to comply is demonstrated by the contractor;

2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;
   The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or

4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.

I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this 2nd day of October 2003

Signed: Charles Covell, President, Bozzuto Homes, Inc

Susan O. Gilbert

Department of Employment Services

Signature of Employer

Belmont Partners, LLC c/o Bozzuto Homes, Inc.
Name of Company

6401 Golden Triangle Dr., Suite 200
Address
Greenbelt, MD 20770

(301) 623-1501
Telephone

email

EMPLOYMENT PLAN

NAME OF FIRM Belmont Partners, LLC c/o Bozzuto Homes, Inc.

ADDRESS 6401 Golden Triangle Dr., Ste. 200, Greenbelt, MD 20770

TELEPHONE NUMBER (301) 623-1501 FEDERAL IDENTIFICATION NO. 81-0565052

CONTACT PERSON Clark Wagner TITLE Dir. of Development Services

E-mail: TYPE OF BUSINESS: Land Development

ORIGINATING DISTRICT AGENCY

CONTRACTING OFFICER: TELEPHONE NUMBER:

TYPE OF PROJECT FUNDING AMOUNT

PROJECTED START DATE PROJECT DURATION

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	#OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	Do not know				
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY NO.
Chad DuBeau	215-92-9448
Angie Becker	217-13-9189
Patrick McNeallu	220-04-4586
Noel Paolicelli	228-82-9007
Joe Rea	143-76-2361

*For Office Use Only:
Profile No. _____

Contract Compliance Form
Reporting Compliance with Mayor's Order 83-265 and D.C. Law 5-93
First Source Employment Agreement

Instructions:
To be completed by the employer and submitted on the 10th of each month until completion of the project. Forward to:

Department of Employment Services (DOES)
609 H Street, N.E., Room 431
Washington, D.C. 20002
Telephone: (202) 698-5772 Fax: (202) 698-5720
Website: www.does.dc.gov

Reporting Period _____, 20_____
Name of Firm: _____
Address: _____
Contact Person: _____ E-mail: _____
Title: _____ Telephone Number: _____
Employer Federal Identification Number: _____
Contract/Loan Number: _____
Project Location: _____
Project Start Date: _____ Project End Date: _____
Contracting/Lending Agency: _____

I. Vacancies, Referrals and Hires

Please provide monthly and cumulative statistics for the numbers of jobs created, referrals made and hires.

	This Month	Cumulative
Number of Vacancies Currently Available		
Number of Vacancies Listed with DOES		
Total Number of Hires		
Number of District Residents Hired		
Number of DOES Referrals Hired		
Number of Current Employees Transferred to Work on Project		
Referrals Made by Other Sources		
DOES Referrals Made		

II. New Hires This Month

List the name, social security number, job title, hire date, and place of residence for all new hires this month. Referral sources are: (1) DOES and (2) Other Referral Sources (specify).

Name	SSN	Address	Ward (D.C. Only)	Job Title	Hire Date	Referral Source

III. Current Workforce This Month

List the name, social security number, address, job title, and hire date of all current employees transferred to work on the project this month.

Name	SSN	Address	Job Title	Hire Date

IV. Laid Off Employees This Month

List the name, social security number, address, job title, and hire date of all laid off employees transferred to work on the project this month.

Name	SSN	Address	Job Title	Hire Date

V. Termination This Month

List the name, social security number of all employees employed on the project that were terminated and/or resigned during this reporting period.

Name	SSN	Job Title	Termination Date	Place of Residence

VI. Indicate whether your firm is:

1. A Certified Local Small Disadvantaged Business: Yes ____ No _____
   If yes, certification number:

2. A non-certified Local Small Disadvantaged Business Yes _____ No _____

VII. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?

Yes _____ No _____

If yes, D.C. Apprenticeship Council Registration Number:

VIII. Subcontractor

Indicate whether your firm is a subcontractor on this project: Yes _____ No _____

If yes, specify Prime Contractor:

IX. Comments:

Describe any problems you have experienced in meeting your job creation projections in implementing the First Source Employment Agreement.

_____ _____

Signature Date

Revised 3.12.02