<u>**Title**</u>

A substitute ordinance relating to disclosure of participation in or profits derived from slavery by contractors.

<u>**Body**</u>

The Mayor and Common Council of the City of Milwaukee do ordain as follows:

Part 1. Section 310-14 of the code is created to read:

**310-14. Slavery Era Business, Corporate and Insurance Disclosure.**

1. PURPOSE. The purpose of this section is to promote full and accurate disclosure to the public about any slavery policies sold by any companies, or profits from slavery by industries, or their predecessors, who are doing business with the city.

2. DEFINITIONS. For the purposes of this section: a. "Company" means any person, firm, corporation, partnership or combination of these.

b. "Contract" means any agreement, franchise, lease or concession including an agreement for any professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering any service to the City of Milwaukee or the public, which is let, awarded or entered into with or on behalf of the City of Milwaukee or any awarding department of the city.

c. "Enslaved person" means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the slavery era.

d. "Investment" means to make use of an enslaved person for future benefits or advantages.

e. "Predecessor company" means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the company.

f. "Profits" means any economic advantage or financial benefit derived from the use of enslaved persons.

g. "Slavery" means the practice of owning enslaved persons.

h.  "Slavery era" means that period of time in the United States of America prior to 1865.

i.  "Slaveholder" means holders of enslaved persons, owners of vessels carrying enslaved persons or other means of transporting enslaved persons, merchants or financiers dealing in the purchase, sale or financing of the business of enslaved persons.

j.  "Slaveholder insurance policies" means policies issued to or for the benefit of slaveholders to insure them against the death of, or injury to, enslaved persons.

3.  DISCLOSURE.  a.  Each contractor with whom the city enters into a contract, whether or not subject to competitive bid, shall complete an affidavit, prior to or contemporaneous with entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era.  The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

b. The city shall make the information contained in the affidavit available to the public, including but not limited to making the information accessible on the city's Internet accessible World Wide Web home page and provide an annual report to the common council.

4.  SANCTIONS.  Any contract between the city and a contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void.

LRB
APPROVED AS TO FORM


_____
Legislative Reference Bureau
Date:_____

**Drafter**

LRB05137-4
AEH
10/31/2005

**Analysis**

This ordinance requires any contractor with whom the city enters into a contract to complete an affidavit, prior to or contemporaneous with entering into the contract regarding participation in or profits derived from slavery.  The affidavit will verify that the contractor has searched all records of the company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era and disclose all information discovered.  Failure to provide the requisite affidavit, **or providing an**

affidavit which includes material false information, shall render the contract null and void.