

## Exhibit 5 (City Funds)

### OTHER CONTRACT REQUIREMENTS

#### A. COMMUNICATIONS WITH THE CITY

The Contractor will furnish to the City all information, reports and recommendations regarding the services provided under this Agreement requested by the City and as required elsewhere herein, including Section 19 of the Purchase of Service contract. In addition, the Contractor will respond to questions regarding the community's need for the Contractor's service, the need for related services, and the cost of such services, including questions from "covered city officials," as defined in Sec. 2.40(2)(e), MGO.

The Contractor will notify the City of the receipt or loss of substantial program service funding, not included in the Contractor's Program Budget(s), which could materially affect the level of services described in the Contractor's Description of Program Services, within ten (10) working days of notification of the receipt or loss of said funds.

#### B. CONFLICT OF INTEREST REQUIREMENTS

The Contractor hereby agrees to comply with all applicable state and local laws regarding conflicts of interest, including but not limited to Wis. Stat. Section 946.13.

##### Additional Requirements:

1. Contractor shall submit a list of their Board of Directors or investor group to the Community Development Division (CDD), and maintain on-site membership lists for any sub-committees to the Board and Conflict of Interest Disclosure Forms completed by each Board or sub-committee member.
2. The Contractor shall:
  - a. Hold a training session with its Board or comparable, appropriate decision-making group, and any sub-committee explaining the Conflict of Interest requirements and each member's responsibilities and rights under those laws.
  - b. Distribute a copy of this Attachment to each member, subcommittee member, potential loan or investment recipient, supplier or Contractor.
  - c. Maintain, on-site, copies of the minutes from each Board or corporate meeting, or any meeting at which the investment or use of City funds is discussed.
  - d. Incorporate into each loan or investment information package, application, contract, and closing documents, a full copy of the Conflict of Interest requirements contained in this Contract.

#### C. FINANCIAL AUDIT REQUIREMENTS

1. For an agency that has an annual certified audit completed: A copy of their annual certified audit must be submitted to CDD within thirty (30) days of completion, which includes the following schedules:
  - a. Report on the Internal Control structure.
  - b. Report on Compliance with Laws, Regulations, Contracts and Grants. The City of Madison requires that the auditor plan the compliance audit such that the OMB Guidance in 2 CFR 200 Subpart F (200.500) Audit Requirements, is considered material to the financial statements taken as a whole. The auditor will determine:
    - i. Whether direct and indirect cost allocation plans are reasonable and acceptable;
    - ii. That costs are necessary and reasonable and were allocated according to the cost allocation plan;
    - iii. That the costs charged to the contract are based on actual costs incurred and are supported by accounting records and documents.
  - c. A schedule of all revenues and expenditures by program and revenue source, that reconciles costs for the contract period, and a schedule of revenues and expenditures of CDD funds by program, including a bridging schedule if the contract year and the Contractor's fiscal year do not coincide. NOTE: This schedule should break out the revenues and expenses by funding source and identify the exact amount of CDD funds expended for a program; other revenue should not be combined within a program description of expenses.
  - d. A schedule of all real property assets; including an itemized list of all debt against each property and the terms of that debt.
  - e. A copy of the management letter received from the auditor, and the agency response to that letter.
2. Agencies that do not have annual audits completed will submit financial statements showing how the funds were expended and a letter signed by the president of the board of directors stating that they approved the financial statement as prepared.

## D. NONDISCRIMINATION, EQUAL OPPORTUNITY and ACCESSIBILITY

### Nondiscrimination, Affirmative Action and Equal Opportunity

Contractor shall follow sections 12 and 13 of the Contract for Purchase of Services. Additionally, the Contractor hereby agrees to comply with the following, if applicable:

1. The requirements of the Fair Housing Act (42 U.S.C. 3601-et seq) and implementing regulations at 24 CFR part 100; Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 USC 2000d (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1;
2. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;
3. The requirements of Executive Order 11246 (Equal Employment Opportunity), as amended by Executive Order 13279, and the implementing regulations issued at 41 CFR Chapter 60;
4. The requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
5. The requirements of City of Madison Equal Opportunities Ordinance 39.03; and
6. The requirements of City of Madison Landlord and Tenant Law, MGO Chapter 32, where appropriate.

### Nondiscrimination Based on Disability

Contractor shall comply with Section 39.05, Madison General Ordinances, "Nondiscrimination Based on Disability in City-Assisted Programs and Activities." Under Section 39.05(7) of the Madison General Ordinances, no City financial assistance shall be granted unless an Assurance of Compliance with Sec. 39.05 is provided by the applicant or recipient, prior to the granting of the City financial assistance.

Contractor hereby makes the following assurances: Contractor assures and certifies that it will comply with Section 39.05 of the Madison General Ordinances, "Nondiscrimination Based on Disability in City Facilities and City-Assisted Programs and Activities," and agrees to ensure that any subcontractor who performs any part of this agreement complies with Sec. 39.05, where applicable. This includes but is not limited to assuring compliance by the Contractor and any subcontractor, with Section 39.05(4) of the Madison General Ordinances, "Discriminatory Actions Prohibited."

Contractor may not, in providing any aid, benefit or service, directly or through contractual, licensing or other arrangements, violate the prohibitions in Section 39.05(4), listed below:

Discriminatory Actions Prohibited: Contractor assures that, in providing any aid, benefit, or service, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

1. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;
3. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;
6. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

Contractor shall post notices in an accessible format to applicants, beneficiaries, and other persons, describing the applicable provisions of Sec. 39.05 of the Madison General Ordinances, in the manner prescribed by section 711 of the Civil Rights Act of 1964 (42 USCA Sec 2000e-10).

### Employment Provisions

1. No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under **any program or activity that receives Federal financial assistance from the Department.**
2. A Contractor shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its program.
3. A Contractor may not use any employment test or other selection criterion that screens out or tends to screen out individuals with handicaps or any class of individuals with handicaps unless the Contractor demonstrates that the test score, or other selection criteria, as used by the Contractor is job related for the position in question.

### Accessibility

The Contractor agrees to comply with the provisions of all applicable local, State and Federal laws, regulations and guidelines regarding accessibility of facilities and programming.

**E. VULNERABLE POPULATIONS REQUIREMENTS**

Pursuant to Resolution No. 53,279, adopted by the City of Madison Common Council on May 21, 1996, Contractors whose programs deal with vulnerable populations, including, but not limited to, young children, youth, elderly, and people with disabilities, shall develop and implement policies and procedures to ensure the lowest possible degree of risk of victimization, abuse, or exploitation by employees and volunteers of the Contractor. The Contractor will use reasonable application and screening tools to select employees and volunteers who work directly with vulnerable clients.

Use of all application and screening tools must be allowable and consistent with the City of Madison Equal Opportunities Ordinance, Section 39.03 of the Madison General Ordinances, and the Fair Employment Act

Note: As referenced in Resolution No. 53,279, some common components of screening include, but are not limited to: disclosure of criminal convictions and pending criminal charges, criminal background checks, reference checks, driving records checks, interviews, and testing procedures.

**F. CONSUMER INVOLVEMENT AND PUBLIC ACCESSIBILITY**

The Contractor will operate facilities in an open and accessible manner which shall allow consumers of services, City and Contractor staff, residents and members of City boards, committees and commissions charged with oversight of the City programs funding this project to reasonable opportunity to attend Contractor's Board of Directors and/or Program Advisory Committee meetings in order to gain information or to provide input and recommendations on the Contractor's programs, policies and the delivery of services.

The contractor will hold at least one (1) Board of Directors meeting during the term of this Agreement in open session in a place that is reasonable accessible to members of the public and is readily accessible and usable by persons with disabilities.

The Contractor will involve consumers of service in the planning and evaluation of programs funded by the City under this Contract.

The Contractor will maximize use of available resources of all kinds, including but not limited to, grants, donations, bequests, and contributions of housing, program and office supplies and equipment and volunteer time.

The Contractor will cooperate with other community agencies and groups engaged in related activities.

**G. DISPLACEMENT, RELOCATION AND ACQUISITION REQUIREMENTS**

The Contractor must submit a completed relocation plan to the State of Wisconsin for approval, along with a copy to the CD Division. Any offer to purchase a property must be contingent upon State approval of such a plan. The Contractor further agrees to:

1. Notify the CD Division of the identification of a potential site prior to the initiation of negotiations resulting in the acquisition and/or rehabilitation of a property; and
2. Inform in writing each owner at the time of the initiation of negotiation of such a property of their rights and responsibilities under the Relocation Act.
3. Inform in writing each tenant at the time of the initiation of negotiation of such a property, or at the time rehabilitation is considered in the case of an agency who already owns the property, of the potential for displacement of non-displacement, conditions of continued occupancy, or potential eligibility for relocation assistance and cautioning the tenant not to move in order to avoid jeopardizing potential relocation benefits if the project does proceed and individuals are displaced.
4. Maintain all records as required by the State of Wisconsin.