



PURCHASE OF SERVICES – CDD

(1-year City boilerplate)

1. PARTIES.

This is a contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by Contractor) Sole Proprietor Unincorporated Association Other: _____.

2. PURPOSE.

The City's 2025 Budget (Legistar ID #85264), approved and adopted by the Common Council on November 12, 2024 (RES-24-00657, Legistar ID #85776), authorized an amount of up to \$_____ in City General Purpose Revenue ("GPR funds") for services in 2025 to be purchased from the Contractor.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following Exhibits:

- Exhibit 1: Scope of Services
- Exhibit 2: Budget
- Exhibit 3: Reporting
- Exhibit 4: Board of Directors
- Exhibit 5: Other Contract Requirements

4. TERM AND EFFECTIVE DATE.

This contract shall become effective upon execution by the Mayor (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s)/Exhibit(s) incorporated in Section 3; however, in no case shall work commence before execution by the City of Madison. The term of this contract shall be in effect from _____ through _____; with the option to renew for renewal terms of one (1) year each, at the City's option, upon execution by both parties of a written renewal document setting forth funding for the renewal term. The City shall notify Contractor of its intent to renew not less than thirty (30) days prior to expiration of the current term.

5. ENTIRE AGREEMENT.

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. DESIGNATED REPRESENTATIVE.

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the contract agent, the City may accept another person as the contract agent or may terminate this agreement under Section 25, at its option.

8. PROSECUTION AND PROGRESS.

- A. Services under this agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total contract price, as set forth in Section 23, unless the contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

A. In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Contractor further agrees not to discriminate against any Subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

B. See Exhibit 5, Section D for additional requirements relating to non-discrimination.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all Contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a Contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

**B. Articles of Agreement, Request for Exemption, and Release of Payment:
The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all Contractors, unless determined to be exempt under the following table and procedures:**

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a Contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

- (2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.
- (3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.
- (4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt Contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.
- (5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action 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 apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies to public works contracts only.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or Subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a Subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying Subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each Subcontractor. The Contractor shall take such action with respect to any Subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

James O'Keefe, Director

(Department or Division Head)

Community Development Division

PO Box 2627

Madison, WI 53701-2627

FOR THE CONTRACTOR:

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the City Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

17. **GOODWILL.**

Any and all goodwill arising out of this contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe, all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this agreement.
- B. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this agreement.
- C. See Exhibit 5, B. for additional requirements.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed \$_____.

24. **BASIS FOR PAYMENT.**

See Exhibits 1 and 2.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each Subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all Subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all Subcontractors under this Contract (if any) to procure and maintain insurance covering each Subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all Subcontractors under this Contract (if any) to procure and maintain such insurance, covering each Subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all

claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any Subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the Contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its Subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or Subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

33. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

Approved:

**CITY OF MADISON, WISCONSIN
a municipal corporation**

By: _____
Linette S. Rhodes, Community Development Manager

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Date: _____

By: _____
David P. Schmiedicke, Finance Director

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Date: _____

Approved as to Form:

By: _____
Eric T. Veum, Risk Manager

By: _____
Michael Haas, City Attorney

Date: _____

Date: _____

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain Contractor's signature first. Attach the Contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in Munis.

Exhibit 1

**Scope of Services
20XX**

Agency	
Program Name	
Program Number	
Program Manager	
Total Program Budget	
City of Madison Allocation	
Funding Source	
Contract Term	

1. Program/Project Description and Timeline:

2. Contract Goals and Outcomes:

3. Service Population and/or Intended Service Area:

4. Hours of Service Availability:

5. Location of Service:

6. Staffing (total program budget):

Title	FTE	Duties

7. Requirements and Schedule:

Housing Inventory Chart (Monthly)

Agencies must complete a program participant count of individuals who are sheltered or housed on the last Wednesday of each month for all emergency shelters, transitional housing, rapid rehousing, permanent supportive housing, and other permanent housing programs. This data must be reported in the monthly Housing Inventory Chart (HIC), which will be available via a Google Drive link. The HIC must be completed by the 10th of each month. This requirement does not apply to prevention and supportive services-only programs.

Reimbursement Requests (Quarterly)

Agencies should submit reimbursement requests at least quarterly through the City of Madison's ContractURL system. Each reimbursement request must include a completed Exhibit 2 (Expense Report). Invoices will be approved within two weeks of submission, pending the review of proper documentation.

Activity/Performance Report (Quarterly)

Exhibit 3 (Activity/Performance Report) must be submitted through the City of Madison's ContractURL invoicing system on a quarterly basis.

Itemized List of Expenses and Backup Documentation

Agencies must submit an itemized list of expenses and backup documentation for both the funding amount and, if applicable, the match amount reported on Exhibit 2 for a one-month invoice. The due date and instructions will be provided in the month preceding the due date.

Contract Closeout

The final reimbursement request must be submitted by **January 15, 20XX**. The following documents must be uploaded to the City's ContractURL system along with the final reimbursement request:

- Completed Exhibit 2 (Expense Report)
- Completed Exhibit 3 (Activity/Performance Report)
- Match confirmation letter, if funded with ESG

Point-in-Time

Agencies must participate in the unsheltered count for Point-in-Time Counts.

Continuum of Care (CoC) Participation

- Agencies must work with the community's Coordinated Entry system and coordinate their services with other housing and service providers.
- Agencies must participate in CoC meetings.
- Agencies must adhere to all applicable sections of the Written Standards as approved by the CoC's Board of Directors.
- Agencies must cooperate with CoC Committees' requests for information, performance measures, monitoring, and technical assistance.

HMIS Requirements

- Agencies must maintain an accurate record of clients served in HMIS.
- The previous month's data must be entered into HMIS no later than the 5th of the following month. Up-to-date and accurate data contribute to the evaluation of Consortium-wide programming and unmet needs. Up-to-date entry is defined as data entered by the 5th of the month following the initiation of services.
- To ensure compliance with HUD Data Standards and relevant regulations, all HMIS-participating agencies must:
 - Ensure their HMIS users have completed the HMIS User Agreement.
 - Sign and comply with the HMIS Agency Participation Agreement.
 - Comply with the State of Wisconsin HMIS Governance Charter and Policies & Procedures.
 - Adhere to the current HUD Data Standards Manual.
 - Attend program-specific HMIS training (for street outreach, prevention, rapid re-housing, shelter, and/or transitional living programs) conducted by the HMIS lead agency.

Grievance Procedure

Agencies must have a written termination and grievance policy that allows applicants and participants to formally dispute decisions regarding eligibility for assistance and termination of assistance. The policy must also provide a process for participants to file grievances about concerns related to program operations and service delivery. It must outline how applicants and participants are informed of the grievance procedure and provide a clear, formal process for review and resolution. The policy should ensure accessibility, fairness, and timely response.

EXHIBIT 2 - BUDGET AND EXPENSE REPORT
REVENUE AND EXPENSE REPORT SUMMARY

CITY OF MADISON
 COMMUNITY DEVELOPMENT DIVISION

Name of Agency: **AGENCY NAME** _____

Date of Report: _____ Period Covered: _____

Person Completing Report: _____ Telephone: _____

All expenditures must be documented. Only program expenses actually paid out for the period covered may be claimed on this report. Please use **WHOLE numbers ONLY**. If using formulas or amounts with cents, kindly **convert to WHOLE numbers** before submitting to CDD.

All Program Expenses	2025 City Allocation	City Portion of Expenses Billed This Period	City Portion of Expenses Billed Year-to-Date	% of City Budget Spent
A. PERSONNEL	-	-	-	0%
B. OTHER OPERATING	-	-	-	0%
C. SPACE	-	-	-	0%
D. SPECIAL COSTS	-	-	-	0%
TOTAL	\$ -	\$ -	\$ -	0%

Vendor #:
 Contract #: **tbd**

Budget Adjustments and Method of Reimbursement

1. Agency may alter this budget within 10% of each deliverable by formal notification to assigned CDD Contract Manager. Changes which would result in modifications in excess of 10% of any original deliverable must receive the Community Development Manager's written approval, prior to Agency's commitment of funds.
2. Agency's submitted contract expenses will be authorized for reimbursement by the City upon approval by the Community Development Manager. Invoices will be approved **within 2 weeks of submission**, pending review of proper documentation; i.e., (1) a completed program report describing completed activities and (2) any other required reports specified in the Agreement.
3. Any funds not expended by the termination date of the Agreement are **ineligible** for reimbursement.

EXHIBIT 2 - BUDGET AND EXPENSE REPORT
INDIVIDUAL PROGRAM EXPENSES BY FUNDING SOURCE

Name of Agency: **AGENCY NAME**

Period Covered:

All expenditures must be documented. Only program expenses actually paid out for the period covered may be claimed on this report.

Please use **WHOLE numbers ONLY**. If using formulas or amounts with cents, kindly **convert these to WHOLE numbers** before submitting to CDD.

Pgm Letter	Program Name (Funding Source)	Program Expenses	2025 City Allocation	City Portion of Expenses Paid YTD	City Portion of Exp. Billed THIS PERIOD	City Portion of Exp. Billed YTD	% of City Allocation Spent
A		PERSONNEL	-			-	0%
		OTHER OPERATING	-			-	0%
		SPACE	-			-	0%
		SPECIAL COSTS	-			-	0%
		TOTAL	\$ -	\$ -	\$ -	\$ -	0%
B		PERSONNEL	-			-	0%
		OTHER OPERATING	-			-	0%
		SPACE	-			-	0%
		SPECIAL COSTS	-			-	0%
		TOTAL	\$ -	\$ -	\$ -	\$ -	0%
C		PERSONNEL	-			-	0%
		OTHER OPERATING	-			-	0%
		SPACE	-			-	0%
		SPECIAL COSTS	-			-	0%
		TOTAL	\$ -	\$ -	\$ -	\$ -	0%
D		PERSONNEL	-			-	0%
		OTHER OPERATING	-			-	0%
		SPACE	-			-	0%
		SPECIAL COSTS	-			-	0%
		TOTAL	\$ -	\$ -	\$ -	\$ -	0%
E		PERSONNEL	-			-	0%
		OTHER OPERATING	-			-	0%
		SPACE	-			-	0%
		SPECIAL COSTS	-			-	0%
		TOTAL	\$ -	\$ -	\$ -	\$ -	0%
TOTAL FOR ALL PROGRAMS			\$ -	\$ -	\$ -	\$ -	0%

Exhibit 3

**Performance Report
2025**

Please submit the following reports quarterly.

Quarter	Reporting Start Date	Reporting End Date
1 st	1/1/2025	3/31/2025
2 nd	1/1/2025	6/30/2025
3 rd	1/1/2025	9/30/2025
4 th (DUE 1/15/2026)	1/1/2025	12/31/2025

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 Community Development Division.**
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.