

## Dane County Contract Cover Sheet

RES 138  
Significant

<b>Dept./Division</b>	Human Services / HAA
<b>Vendor Name</b>	Urban League of Greater Madison, Inc.
<b>Vendor MUNIS #</b>	7873
<b>Brief Contract Title/Description</b>	DOA contract with the Urban League of Greater Madison for planning assistance to support the creation of an economic development hub currently targeted for the South Park Street corridor in the City of Madison to support minority-owned businesses.
<b>Contract Term</b>	8/17/2020 – 8/16/2021
<b>Total Contract Amount</b>	\$100,000

<b>Contract #</b> <small>Admin will assign</small>	14082
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

<b>MUNIS Req.</b>	Org Code	80000	Obj Code	35000 (new)	Amount	\$ 100,000
<b>Req #</b>	2042	Org Code		Obj Code		\$
<b>Year</b>	2020	Org Code		Obj Code		\$

<b>Resolution /Addendum Form</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>			
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.			
	<input checked="" type="checkbox"/> Resolution required and a copy is attached.		Res #	138
	<input type="checkbox"/> Addendum Form required.		Year	2020


Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	7/21/20		
	Controller			approvals from all departments via email
	Purchasing			attached herein
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Spring Larson, Contract Coord. Assistant	<b>Name</b>	Dr. Ruben Anthony, Jr.
<b>Phone #</b>	(608) 242-6391	<b>Phone #</b>	6087291208
<b>Email</b>	<a href="mailto:larsen.spring@countyofdane.com">larsen.spring@countyofdane.com</a>	<b>Email</b>	ranthony@ulgm.org
<b>Address</b>	1202 Northport Drive, RM Gr42A, Madison WI 53704	<b>Address</b>	2222 S Park St, Ste 200, Madison WI 53713

<b>Human Services Only</b>	a. Dane County Res. #	138	<b>Approvals</b>	Initials	Date
	b. Budget/Personnel Required	N/A	g. Accountant	DX	7/20/20
	c. Program Manager Name	Ruiz	h. Supervisor	CW (84890)	7/20/2020
	d. Current Contract Amount	\$100,000	i. Corporation Counsel	NA	NA
	e. Adjustment Amount	\$	j. To Provider	CW	7/21/2020
	f. Revised Contract Amount	\$	k. From Provider	CW	7/21/2020



<b>Certification:</b> The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

<b>Dept. Head / Authorized Designee</b>	<b>Signature</b>	<b>Date</b>
		
	07/21/2020	
	<b>Printed Name</b>	
Shawn Tessmann, Director of Human Services		

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	<b>Signature</b>	<b>Date</b>
		
	7/30/20	
<b>Comments</b>		
<b>Corporation Counsel</b>	<b>Signature</b>	<b>Date</b>
		
	7/22/20	
<b>Comments</b>		

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, July 21, 2020 4:18 PM  
**To:** Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie  
**Subject:** Contract #14082  
**Attachments:** 14082.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 7/21/2020 4:29 PM	Approve: 7/21/2020 4:29 PM
	Clow, Carolyn		Approve: 7/21/2020 4:21 PM
	Gault, David	Read: 7/22/2020 8:48 AM	Approve: 7/22/2020 8:49 AM
	Lowndes, Daniel	Read: 7/21/2020 4:27 PM	Approve: 7/21/2020 4:27 PM
	Stavn, Stephanie	Read: 7/22/2020 10:06 AM	

Contract #14082

Department: Human Services

Vendor: Urban League of Greater Madison

Contract Description: Planning Assistance to Support the Creation of an Economic Development Hub in the South Park Street Corridor (Res 138)

Contract Term: 8/17/20 – 8/16/21

Contract Amount: \$100,000

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

### *Michelle Goldade*

Administrative Assistant II  
Dane County Department of Administration  
Room 362, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

1  
2  
3 **2020 RES-138**

4 **AWARDING CONTRACT TO THE URBAN LEAGUE OF GREATER MADISON**  
5 **DCDHS – HAA DIVISION**

6 Dane County Department of Human Services (DCDHS) Housing Access and  
7 Affordability (HAA) Division seeks to contract with the Urban League of Greater Madison  
8 for planning assistance to support the creation of an economic development hub  
9 currently targeted for the South Park Street corridor in the City of Madison to support  
10 minority-owned businesses.

11  
12 The vision for the hub is inspired by the Sherman Phoenix in Milwaukee, Wisconsin. The  
13 Sherman Phoenix was developed in the aftermath of unrest in the Sherman Park  
14 neighborhood following a fatal 2016 police shooting. The facility is located in what was  
15 then a fire-damaged BMO Harris Bank building, offering what the Sherman Phoenix  
16 website describes as a “high-quality space for small businesses-of-color offering diverse  
17 foods, wellness services and cultural activities. Updates to the neighborhood include  
18 much-needed community spaces to curate art exhibits, film showings, and cultural  
19 events.”  
20

21 Under this contract, the Urban League of Greater Madison would provide stakeholder  
22 engagement around various planning processes related to the facility; conduct a site  
23 search; develop the facility’s operational structure, financial modeling, and business  
24 plan; and conduct outreach to and selection of prospective tenants for the facility.  
25

26 The Urban League of Greater Madison’s contract will begin on August 17, 2020. The  
27 cost of this contract will be \$100,000. Funding for the contract is available from savings  
28 from position #2853.  
29

30 **NOW, THEREFORE, BE IT RESOLVED** that the 2020 operating budget be amended as  
31 follows:  
32

33 **Decrease accounts**

34 80000 – 10009	Salaries	\$66,366
35 80000 – 10099	Retirement	\$6,369
36 80000 – 10108	FICA	\$5,218
37 80000 – 10117	Health	\$20,649
38 80000 – 10153	Dental	\$1,398

39  
40 **Create and fund account**

41 80000 – 35000 (new)	Urban League Contract	\$100,000
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42  
43 **BE IT FINALLY RESOLVED** that the County Board approves the award of a contract  
44 with the Urban League of Greater Madison for the period August 17, 2020 through  
45 August 16, 2021 and authorizes the County Executive and County Clerk to execute the  
46 contract documents, and authorizes the Controller to issue checks for payment of  
47 contract invoices.

**DANE COUNTY CONTRACT #** 14082



**# of Pages Including Schedules:** 12  
**Expiration Date:** August 16, 2021  
**Authority:** 2020 Res. # 138  
**Department:** Human Services  
**Maximum Cost:** \$100,000.00  
**Registered Agent:**  
**Registered Agent Address:**

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and **Urban League of Greater Madison, Inc.** (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 1202 Northport Drive, Madison WI 53704, desires to purchase services from PROVIDER for the purpose of planning assistance to support the creation of an economic development hub in the City of Madison to support minority-owned businesses.; and

**WHEREAS** PROVIDER, whose address is 2222 South Park Street Suite 200, Madison WI 53713, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**II. SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

**IV. TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  3. failure of PROVIDER to comply with reporting requirements contained herein.
  4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

**V. PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

**VI. REPORTS:**

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

**VII. DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

**VIII. INSURANCE:**

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

**Commercial General Liability.**

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

**Commercial/Business Automobile Liability.**

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Environmental Impairment (Pollution) Liability**

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability

policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

**Workers' Compensation.**

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

**Umbrella or Excess Liability.**

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve



component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**


- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

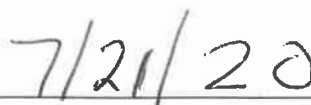
**XIII. MISCELLANEOUS:**

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

  
\_\_\_\_\_  
Ruben Anthony, Jr., President/CEO

  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_

\_\_\_\_\_  
Date Signed

\*\*\*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, Dane County Executive

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Scott McDonell, Dane County Clerk

\_\_\_\_\_  
Date Signed

\* [print name and title, below signature line of any person signing this document]

**SCHEDULE A**  
**Scope of Services**  
**Urban League of Greater Madison**  
**Economic Development**

**Service Description:** Economic Development Services

**I. Description of Services to be Purchased:**

This project shall support a stakeholder engagement and business plan development effort to establish a hub in the South Madison area for retail and other businesses and business support services. The project shall serve as a model of economic inclusion that will help transform underutilized property, support entrepreneurship, and build community wealth.

The facility is intended to be a high-quality, welcoming space for small businesses-of-color offering diverse foods, business services, wellness services, cultural activities and more.

COUNTY funds will be used to cover staffing and other costs to sustain and expand an effort that began last year and engaged over 50 South Madison stakeholders including neighborhood residents, business owners, non-profit agencies, faith based organizations, and city, county, and state government representatives.

The next phase of this work will include continued engagement of these stakeholders in the development of a business plan that will assess site options, financial models, operating structure, tenants, and more.

**II. Service Location:**

The project shall be led and staffed by the Urban League of Greater Madison (ULGM), located at 2222 S. Park Street, Madison, WI 53713.

**III. Units of Service:**

A. Unit of service for this contract is defined as one hour of community engagement or planning activities provided by staff. At least 1,000 units (Hours) of service will be provided by the equivalent of 1.0 FTE.

**B. Program Specifications**

1. Service Hours/Days.

Project activities will be ongoing Mondays through Fridays during PROVIDER's normal business hours with additional evening and weekend activities for community engagement.

2. Length of Service.

Services will be supported by the COUNTY under this contract from September 1, 2020 through August 31, 2021.

#### **IV. PROVIDER Responsibilities:**

##### **A. During the term of this agreement, PROVIDER shall:**

1. Provide the staffing, space, equipment, and other infrastructure necessary to deliver the proposed community engagement and business planning activities. This includes the PROVIDER CEO, other executive leadership, and other expertise, credibility, and connections to engage South Madison stakeholders in this project.
2. Provide staff with economic and business development expertise necessary for successful site analysis, financial planning, and business operations.
3. Support a stakeholder engagement and business plan development effort to establish a hub in the South Madison area for retail and other businesses and business support services.
4. Develop the project as a model of economic inclusion that will help transform underutilized property, support entrepreneurship, and build community wealth.
5. Develop a facility that is a high-quality, welcoming space for small businesses-of-color offering diverse foods, business services, wellness services, cultural activities and more.
6. Sustain and expand an effort that began in 2019 and engaged over 50 South Madison stakeholders including neighborhood residents, business owners, non-profit agencies, faith based organizations, and city, county, and state government representatives.
7. Continue to engage stakeholders named above in the development of a business plan for the proposed facility model that will assess site options, financial models, operating structure, tenants, and more.

##### **B. Program Evaluation**

The goal of this project is to successfully engage a cross section of stakeholders in the creation of a business plan to construct and operate the business hub described above.

##### **C. Performance Indicators.**

1. At least 100 individuals and organizations representing a cross-section of South Madison stakeholders will be engaged in various facets of informing and developing the plan for the facility. This will include but will not limited to:
  - a. Engaging a project steering committee with a cross section of representatives to include South Madison residents, community and faith based organizations, and County, City, and State Government.
  - b. Hosting at least 6 community meetings during the contract period to ensure all neighborhood stakeholders are engaged and informed in the project.

2. A business plan for the facility shall be developed by the end of the contract term that includes:
  - a. A list of prospective sites by November 15, 2020, with a feasibility analysis of each site by March 31, 2021.
  - b. Financing sources to acquire and develop the site.
  - c. Operating budget for the facility.
  - d. Preliminary site design options.
  - e. Prospective facility tenants and other space uses.
3. A community engagement plan shall be developed by October 31<sup>st</sup>, 2020, including a timeline. The community engagement plan should detail efforts to solicit neighborhood and other stakeholder feedback on the development of the facility, and include engagement related to any processes required to obtain the proper approvals to proceed with a site, if applicable.

**V. Reporting Requirements.**

- A. PROVIDER shall submit quarterly reports to include the information below, in the format approved by its Dane County contract manager, via e-mail by the fifteenth (15) of the following month.
  1. Number of community engagement meetings held, and the number of attendees at each meeting.
  2. Up to date listing of steering committee members and engaged neighborhood stakeholders.
  3. Report that will validate and update the COUNTY on the progress of the performance indicators listed in the section above, including final reports and plans as they are completed.
  4. Any other forms as requested.
- B. COUNTY may take corrective action if PROVIDER fails to submit reports by the dates above, including termination of payment of PROVIDER expense claims until outstanding reports have been submitted.

## **SCHEDULE B**

### **Urban League of Greater Madison, Inc. 2020**

Regarding Section V. PAYMENT:

PROVIDER shall be advanced equal monthly payments consisting of the program amount divided by 12 months (\$8,333.33). Request for payment shall be made on the COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY by the first of the month previous to the month the payment is to be issued.

Invoices shall be sent to:

Der Xiong, Accountant

Phone: 608-242-6314

Email: [Xiong.Der@countyofdane.com](mailto:Xiong.Der@countyofdane.com)

## SCHEDULE C Reports

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports have specific due dates as provided below:

REPORT	WHERE SUBMITTED	DUE DATE
Quarterly reports	County Designee: Pedro Ruiz Ruiz.Pedro@countyofdane.com	On the 15 <sup>th</sup> of month following a quarter: December 15,2020 March15, 2021 June 15, 2021 and September 15, 2021