



## INSTRUCTIONS FOR CONTRACTOR

**DO NOT ATTACH TO CONTRACT**

***Your contract MUST include the following information,  
or it will not be signed by the City.***

- Check one box at top of Page 1 for the type of business entity.
- Sections 3 & 4 will be completed by the City and should be complete before you sign.
- Put a name in Sec. 7.A. – person responsible for administering the contract.
- Affirmative Action:** Check the appropriate box in Sec. 13.B., Article IV.
  - Contractors who have previously done \$25,000 in annual business with the City might already have a plan on file. Confirm this with your City contact person and **check A**.
  - If this is your first applicable Contract with the City, and/or you don't have a plan on file, and you are not exempt as noted in sec. 13.B., **check B**. You must file a plan within 30 days. The Model Affirmative Action Plan is here: <http://www.cityofmadison.com/dcr/documents/AAP-VS.doc>
  - If you are exempt because you have fewer than 15 employees, **check C**, and complete the Request for Exemption form available here: [www.cityofmadison.com/dcr/aaFormsVS.cfm](http://www.cityofmadison.com/dcr/aaFormsVS.cfm)
  - If you have 15 or more employees but you will be paid less than \$25,000 by the City, in total annual business for the calendar year, (including this contract) **check D**.

Affirmative Action Questions? Contact Dept. of Civil Rights, Contract Compliance: (608) 266-4910.

- Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- Print, sign and return three (3) complete, signed hard copies to the address for the City in Sec. 15 (Notices) unless otherwise instructed. Under some circumstances, the City will accept a scanned PDF signature.
  - Make sure all exhibits/attachments are labeled and attached after the signature page, unless otherwise instructed.
  - Double-sided is OK, but all attachments should begin on a new page.
  - City will sign last, and will send you one hard copy with original signatures unless otherwise agreed.

- Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 27.

### **Insurance Instructions:**

Certificate Holder: City of Madison  
Attn: Risk Manager  
210 Martin Luther King Jr. Blvd. Room 406  
Madison, WI 53703

Proof of all insurance required in the contract must be shown. Use City's certificate at this link:  
[www.cityofmadison.com/finance/documents/CertInsurance.pdf](http://www.cityofmadison.com/finance/documents/CertInsurance.pdf)

Send C.O.I. with your signed contract or email a scanned copy to City Risk Manager Eric Veum at:  
[eveum@cityofmadison.com](mailto:eveum@cityofmadison.com). Call Eric Veum at (608) 266-5965 with insurance questions.

***Failure to complete these steps will result in contract not being signed.***

**CONTRACT FOR PURCHASE OF SERVICES**  
among the City of Madison, Madison's Central Business Improvement District (BID) and  
Downtown Madison, Inc. (DMI)

1. **PARTIES.**

This is a Contract among the City of Madison, Wisconsin, hereafter referred to as the "City," Madison's Central Business Improvement District No. 1, a Wisconsin business improvement district under Wis. Stat. sec. 66.1109, ("Contractor" or "BID") and Downtown Madison, Inc. ("DMI"), a Wisconsin corporation.

The BID is a:             Corporation             Limited Liability Company             General Partnership             LLP  
(to be completed by contractor)  Sole Proprietor             Unincorporated Association             Other: a Wisconsin business improvement district under Wis. Stat. sec. 66.1109.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

The purpose of this contract is for the BID to create, manage and implement programmed public activities at Philosophers' Grove located on the 100 Block of West Mifflin Street and the performance stage on the 100 Block of North Carroll Street (known as "30 on the Square") as more particularly described in the attachments listed below.

The BID will perform the following services and be paid according to the following schedule(s) or attachment(s):

Attachment 1:        Scope of Services  
                  Exhibit A:        Map of program areas  
                  Exhibit B:        List of Existing Events

Attachment 2:        REVISED 2015 Contract for Professional Services by and between Madison's Central Business Improvement District Board and Downtown Madison, Inc. Attachment 2 is attached to demonstrate the relationship between the BID and DMI, including DMI's obligation to the BID to employ the Events Coordinator hereunder. DMI is a party to this Contract for Purchase of Services for purposes of indemnifying the City and providing insurance coverage as required by sections 26 and 27 herein.

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) 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 from date of execution by the City of Madison through October 1, 2015.

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 Mary Carbine 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.**

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. 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.

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 \$25,000 Aggregate Annual Business with the City*	\$25,000 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 \$25,000 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 \$25,000 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 twenty-five thousand dollars (\$25,000), 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 only to public works contracts.)

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:

Katherine Cornwell, Planning Division Director

(Department or Division Head)

Department of Planning and Community and Economic Development

215 Martin Luther King Jr Blvd. Suite LL100  
Madison WI 53701

FOR THE BID:

Mary Carbine, Executive Director, Madison Central Business Improvement District

122 W. Washington Ave. Ste 250

Madison, WI 53703

FOR DMI:

Susan Schmitz, President, Downtown Madison, Inc.

122 W. Washington Ave. Ste 250

Madison, WI 53703

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 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.
23. **COMPENSATION.**  
It is expressly understood and agreed that in no event will the total compensation for services under this Contract exceed \$25,000, according to the budget set forth in Attachment A.
24. **BASIS FOR PAYMENT.**  
A. **GENERAL**  
(1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.  
(2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this Agreement.  
(3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.  
(4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.  
(5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.  
(6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.  
(7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.  
(8) The City will not compensate for unsatisfactory performance by the Contractor.  
B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**  
(1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.  
(2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.  
(3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.

- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor or DMI 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 the Contractor and DMI, 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 and DMI, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor and/or DMI 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 Contractor and DMI with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed and accepted by the City.

26. **INDEMNIFICATION.**

DMI shall be liable to and agrees to indemnify, defend and hold harmless the City, 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 negligent acts or omissions of BID or DMI or their employees, volunteers, sublessees or subcontractors, acting in their capacity as such, in the performance of this contract; provided, however, that DMI will not be liable for indirect, consequential, special, incidental, or punitive damages, even if such damages were foreseeable, except that this exclusion will not apply to damages asserted against the City in a third party claim.

27. **INSURANCE.**

DMI will insure, and will require any subcontractor to insure, as indicated, against the following risks to the extent stated below. No work shall commence under this Contract 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

DMI 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. DMI's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. DMI 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.

Worker's Compensation

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

**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.** DMI 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. DMI 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 still in effect, DMI 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

DMI shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. DMI 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. **LIVING WAGE (Applicable to contracts exceeding \$5,000).**

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this Contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **EQUAL BENEFITS REQUIREMENT (Sec. 39.07, MGO.) (Applicable to contracts exceeding \$25,000).**

This provision applies to service contracts of more than \$25,000 executed, extended, or renewed by the City on July 1, 2012 or later, unless exempt by Sec. 39.07 of the Madison General Ordinances (MGO).

For the duration of this Contract, the Contractor agrees to offer and provide benefits to employees with domestic partners that are equal to the benefits offered and provided to married employees with spouses, and to comply with all provisions of Sec. 39.07, MGO. If a benefit would be available to the spouse of a married employee, or to the employee based on his or her status as a spouse, the benefit shall also be made available to a domestic partner of an employee, or to the employee based on his or her status as a domestic partner. "Benefits" include any plan, program or policy provided or offered to employees as part of the employer's total compensation package, including but not limited to, bereavement leave, family medical leave, sick leave, health insurance or other health benefits, dental insurance or other dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.

Cash Equivalent. If after making a reasonable effort to provide an equal benefit for a domestic partner of an employee, the Contractor is unable to provide the benefit, the Contractor shall provide the employee with the cash equivalent of the benefit.

Proof of Domestic Partner Status. The Contractor may require an employee to provide proof of domestic partnership status as a prerequisite to providing the equal benefits. Any such requirement of proof shall comply with Sec. 39.07(4), MGO.

Notice Posting, Compliance. The Contractor shall post a notice informing all employees of the equal benefit requirements of this Contract, the complaint procedure, and agrees to produce records upon request of the City, as required by Sec. 39.07, MGO.

Subcontractors (Service Contracts Only). Contractor shall require all subcontractors, the value of whose work is twenty-five thousand dollars (\$25,000) or more, to provide equal benefits in compliance with Sec. 39.07, MGO.

31. **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).

32. **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.

33. **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.

34. **COUNTERPARTS, ELECTRONIC 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. 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.

BID:

Madison's Central Business Improvement District  
(Type or Print Name of Contracting Entity)

By:

(Signature)

Greg Frank, BID Board Chair  
(Print Name and Title of Person Signing)

Date:

5-13-15

Downtown Madison, Inc:

By:

Susan M. Schmitz  
(Print name and title of person signing)

Date:

May 13, 2015

CITY OF MADISON, WISCONSIN  
a municipal corporation:

By:

Paul R. Soglin, Mayor

Date:

Approved:

David P. Schmiedicke, Finance Director

Date:

By:

Maribeth Witzel-Behl, City Clerk

Date:

Eric T. Veum, Risk Manager

Date:

Michael P. May, City Attorney

Date:

Approved as to Form:

---

## ATTACHMENT 1: SCOPE OF SERVICES

Contract among the Madison's Central Business Improvement District (BID), Downtown Madison, Inc. (DMI), and the City of Madison (City) For Programming PILOT PROJECT

### **Scope of Services:**

Madison's Central Business Improvement District (BID) will provide services to create and manage a programmed public activities at Philosophers' Grove located on the 100 Block of West Mifflin Street and the performance areas on the 100 Block of North Carroll Street (known as "30 on the Square" and the "Pillars") (See Exhibit A, Area Map). This project is to be conducted as a one-time "pilot" with the understanding that the services may be re-evaluated during the term of the contract. The services to be provided by the BID include:

- Events Coordinator(s): designated staff person(s) to promote, schedule and coordinate a series of events and activities using funds as provided in this contract.
- Programming and Activities: Securing and managing a series of events in the spaces as described in Exhibit A, Area Map for a twenty week period from June 1 to September 30 of 2015.

### **1. Events Coordinator:**

- The BID's Events Coordinator(s) will devote approximately 35-39 hours per week for 20 weeks to the services required under this contract, to include: Soliciting and implementing programs, activities, and events at both the Philosophers' Grove area and the "30 on the Square" stage.
- Marketing programmed events through both traditional and social media fronts.
  - Social Media outlets should be used to publicize and gain support for programmed events in the space.
- Events schedule communication and coordination with City staff:
  - BID will provide bi-weekly programming report emails that details scheduled events. If events are scheduled on a shorter time frame, the Events Coordinator will notify city staff of any additional events as far in advance as possible. This email will be sent to:
    - Parks Division: Lisa Laschinger and Kelli Lamberty
    - City Planning: Rebecca Cnare and Karin Wolf
    - City Police: Captain Gloede and Officer McClay
    - Others as the City deems necessary to serve the choreography of scheduled events
  - BID will inform the Parks Division and Mall/Concourse Maintenance of the types and requirements of events as far in advance as possible to coordinate necessary cleaning, electrical hook-ups, etc.
  - Coordinate with the Madison Public Library, Overture Center for the Arts, and other cultural, business and community partners on programming ideas
- The BID shall schedule a meeting with City Staff, as facilitated through City Planning, on or about July 1<sup>st</sup> to discuss the impact of programmed events and communicate any issues that have arisen during the first four weeks of programming. The BID or City can request additional meetings at his/her discretion.

## **2. Programming and Activities:**

a. Target number of events: As this is a pilot program, the BID shall aim for a minimum target of 3-4 events per week in the Philosopher's Grove area, for a period of 20 weeks, however more events are preferable.

b. Days of the Week and Times of Day: Activities shall be scheduled as follows:

1. **Philosopher's Grove Area:**

- Weekdays and Sundays: 10 am and 7 pm.
- Saturdays between 3pm and 7 pm.

2. **"30 on the Square/Pillars" Area:**

- Mondays and Thursdays: 10 am. to 7 pm.
  - These days can be modified at the discretion and written agreement of the Parks Division, Planning Division and the BID.
- Other days may be scheduled at 30 on the Square or the Pillars using the existing reservation procedure in MGO 24.04(3).

c. Miscellaneous conditions for activities in both spaces:

- Amplified Sound: Any activity that requires sound amplification shall be conducted only within the following amplification hours specified in MGO 24.04:
  - Weekdays and Sundays, 12:00 p.m. to 1:00 p.m. and 5:00 p.m. to 7:00 p.m.
  - Saturdays: 11:30 a.m. to 1:00 p.m. and 5:00 p.m. to 7:00 p.m.
- Setup and take down time: The BID may utilize the space for equipment set up and tear down no more than one (1) hour before scheduled events, and no later than one (1) hour after events are over, resulting in the following start and end times:
  - Weekdays and Sundays: 9 am to 8 pm.
  - Saturdays: 3pm to 8 pm.
- Events should be staggered at various times throughout the day. Late afternoon and early evening events should account for a target of 20% of total activities. Events should also try to be targeted for both weekdays and weekends and take advantage of other downtown events when possible.
- Scheduling around other events: Notwithstanding the above schedule, the BID may not use either of the spaces on days and times when a Street Use Permit, Parade Permit or other valid permit from the City of Madison had been issued for the use of the space in question. BID may also opt to yield the space(s) on specific days and times to Street Use Permit applicant(s) for activities to be included in this program. Attached as Exhibit B is a calendar of all such known events and their locations. The City will inform the BID in writing of any new event or permit(s) issued that are not already listed on Exhibit B. The BID shall defer to all such events and permits.

d. Target types of events: Events shall consist of the following activities and are expected to serve a wide array of people and diverse groups to best serve all the people of Madison and visitors. The BID agrees to comply with MGO 39.02(9)(b) and MGO 39.03 in selecting activity providers and all other applicable provisions of MGO 39.03 that apply to the activities. The City reserves the right to review the BID's selected activities and request changes in programming consistent with the aforesaid goals:

- Use of the space by an outside corporate commercial marketing event used for promotional or advertising purposes does not count as one of the minimum number of events or days (i.e. RedBull truck event, etc.), however, these events are not necessarily to be discouraged as they bring activity to the area. To the extent business or commercial activities are included, Grassroots or local business events are preferred.
- Examples of expected activities:
  - Children's activities

- Music/Performance
- Interactive sing-along, dance-along and perform-along events
- Markets, i.e. art market, book fair/sale, pop-up retail. Contractor will offer City of Madison currently licensed Arts and Crafts vendors the opportunity to participate in such activities.
- Local businesses or grass roots vending and marketing events
- Community Engagement Activities: i.e. workshops, dance, arts, crafts, games, etc.
- Athletic events: i.e. yoga, tai chi, fitness etc.
- Lecture Series
- Events by cultural partners, such as local Museums, The Library or Overture
- Event series: i.e. placemaking exercise
- Other types of activities as approved by the Director of Planning, Economic and Community Development (or designee)
- Examples of events/activities that shall not occur under this contract include but are not limited to:
  - Any food or beverage vending of any kind, except for fully licensed Mall/Concourse Food Vendors if located within the space by the City Vending Coordinator
  - Free food give-aways
  - Service, sales or consumption of alcohol beverages
  - Any activity that violates a city, state or federal law or regulation.
  - Other types of activities as discussed by the Director of Planning, Economic and Community Development (or designee)

e. Equipment Use: Allowed items can be put out no more than one (1) hour before scheduled events, and must be removed no later than one (1) hour after events are over.

1. Examples of items that are allowed include:

- Temporary tents for events. Tents must be no larger than 12 by 12 feet and weighted down with sandbags or equivalent sufficiently for safety reasons.
- Chairs and tables
- Amplification equipment not exceeding existing noise ordinances
- Other types of items as discussed by the Director of Planning, Economic and Community Development (or designee) and coordinated with other staff

2. Examples of items that are not allowed:

- Inflatable objects
- No permanent marking, including spray chalk or stickers, paints etc on streets, sidewalks, paths or city landscaping is allowed.

f. Event Expectations:

1. BID will be able to coordinate/present the programs and activities provided that the areas [30 on the Square and Philosopher's Grove] are clean, safe and available for scheduled, permitted activities [see "City will provide, below."] BID staff reserves the right to move, modify or cancel scheduled activities if the permitted area is not sufficiently clean, safe or available per the judgment of the BID Events Coordinator(s) and/or BID Executive Director or BID staff managing the scheduled program, or if programming partners or activity providers refuse to hold the event due to those reasons. The City shall reimburse BID for any costs incurred for programs cancelled for such reasons, and such programs will still count towards the total target number of programs per this contract.
2. In addition, in the case of inclement weather, the BID will make every effort to reschedule the events, or find a rain location, but will not be penalized for such cancelations and the City shall reimburse BID for any costs incurred for programs

cancelled for such reasons, and such programs will still count towards the total target number of programs per this contract.

3. Event organizer/sponsor shall clean up the event area after the conclusion of each event so that it is restored to a condition equal to that before the event. Charges will be assessed for any City staff time or resources required for clean up.

g. Recognition: The City of Madison and Business Improvement District will be recognized as presenting the "Top of State Program, Summer 2015" on all promotional materials. Other major funders, individual program funders, programming partners and activity presenters may be recognized. The City will provide the BID with a City Logo and/or approved text to be used when promoting events per the procedures in Madison APM 3-18.

### **City of Madison's Responsibilities**

The City of Madison provides technical assistance and sponsorship through an overall coordinated effort to stabilize the areas [Philosopher's Grove and 30 on the Square] so they are clean, safe and available for programs and activities, including

**1. Staff Support:** Staff support by Planning Division, Madison Parks, Police, and other relevant city agencies including:

- o Assistance from City of Madison Police to help notify existing users that the space should be available for these events, and allowed through this contract including Police presence, when possible, to ensure safe environment for events and activities.
- o Assistance from Mall Maintenance Staff to provide cleaning, electrical hook-up and other help whenever possible.
- o Point person in Planning Division to help expedite processes.
  - City Planning can also provide limited help with publicity, such as moderate printing runs and posts on City Website.
  - City staff will reach out to non-permitted activities in an effort to coordinate times, clean-up and future permitting at current site or another location.
  - The City will notify the BID of any new Street Use Permits that will utilize the area for activities not outlined in this contract.

**2. Design and physical changes** to the Philosophers' Grove as approved by the Common Council per Resolution No. 37858, enacted on April 21, 2015.

### **Budget and Payment**

#### **1. Budget**

- \$25,000 from the City of Madison. The authorization for this amount is in Resolution No. 37858, enacted on April 21, 2015.
- \$5,000 Minimum BID matched through outside tax exempt donations.

#### **2. Payment Schedule**

- Upon signature of this contract, the City will deposit \$10,000 into the BID's MUNIS account.
- A second payment of \$10,000 will be placed into the BID's MUNIS account no later than August 7, 2015, which is approximately the halfway point of the contract.
- The remaining \$5000 will be provided once all applicable invoices, expense reports and matching funds documentation have been submitted and verified by the City Planning Division.
- BID shall submit invoices along with monthly itemized expense reports, both in a format approved by the City.
  - Expense reports will be useful for future programming in determining stipends and other costs associated with such an intensive programming effort.

- The BID will provide a report of all matching funds provided directly to the BID that were donated for the explicit purpose of this programming plan.

### **3. Approved Expenses**

- Examples of approved expenses that may be paid for out of Planning and Activities budget
  - Clean-up, other than what is provided per regular procedures by the City Mall Maintenance Crew
  - Any regulatory permits as needed.
  - Basic supplies/rentals: i.e. tables, speakers/microphone, chairs etc.
  - Promotional/marketing materials as needed to advertise events throughout the summer
  - Stipends for artists, performers, outside organizers, lecturers, event leaders
  - Materials and labor for art, crafts, and other activities
  - Other costs as approved by the Director of Planning, Economic and Community Development (or designee)
  - Physical amenities, such as purchase of a tent, chairs and others, not to exceed \$4000 of funds provided by the city.

Exhibit A, Area Map – Not to scale

Note: Areas used for programming events are within dashed lines, as shown on map. A 6 foot pedestrian access must be maintained along all buildings.

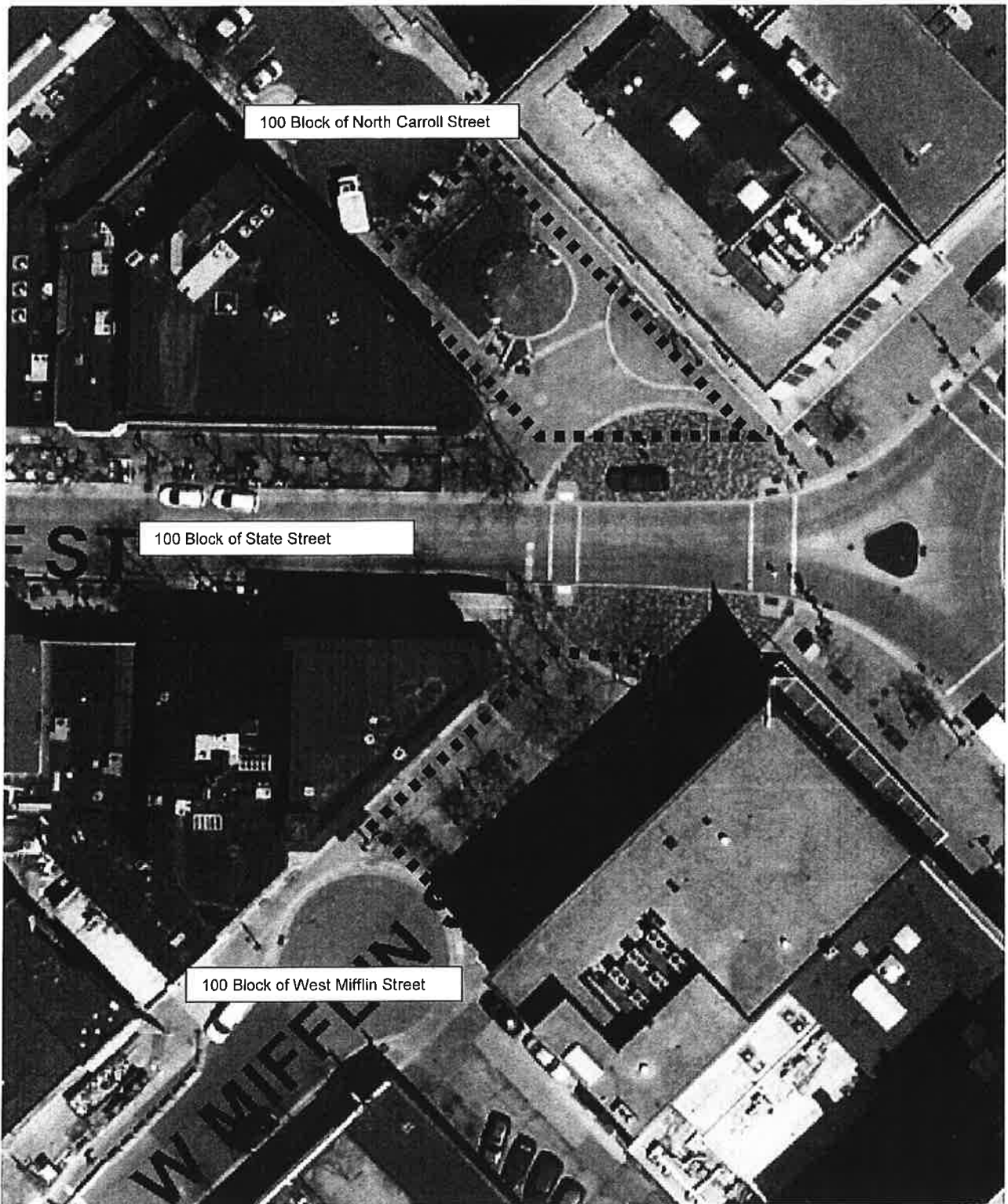


Exhibit B, Calendar of Existing Events

DATE		EVENT	LOCATION	NOTES
<b>MAY</b>				
Sat.	May	16	Dane County Farmers' Market	Capitol Square
Sat.	May	23	Dane County Farmers' Market	Capitol Square
Sat.	May	23	Madison Marathon - Twilight Run	Capitol Square
Sun.	May	24	Madison Marathon - Half Marathon	Capitol Square
Sat.	May	30	Dane County Farmers' Market	Capitol Square
<b>JUNE</b>				
Sat.	Jun.	6	Dane County Farmers' Market	Capitol Square
Sat.	Jun.	6	Cars on State	State Street
Sat.	Jun.	13	Dane County Farmers' Market	Capitol Square
Sat.	Jun.	20	Dane County Farmers' Market	Capitol Square
Sun.	Jun	21	Make Music Madison	Capitol Square
Wed.	Jun.	24	Concerts on the Square	Capitol Square pre 3p-OK
Sat.	Jun.	27	Dane County Farmers' Market	Capitol Square
<b>JULY</b>				
Sat.	Jul.	4	Dane County Farmers' Market	Capitol Square
Wed.	Jul.	8	Concerts on the Square	Capitol Square pre 3p-OK
Sat.	Jul.	11	Art Fair On the Square	Capitol Square
Sun.	Jul.	12	Art Fair On the Square	Capitol Square
Wed.	Jul.	15	Concerts on the Square	Capitol Square pre 3p-OK
Fri.	Jul.	17	Maxwell Street Days	State Street
Sat.	Jul.	18	Dane County Farmers' Market	Capitol Square
Sat.	Jul.	18	Maxwell Street Days	State Street
Sun.	Jul.	19	Maxwell Street Days	State Street
Wed.	Jul.	22	Concerts on the Square	Capitol Square pre 3p-OK
Sat.	Jul.	25	Dane County Farmers' Market	Capitol Square
Sun.	Jul.	26	Capitol Mile Run	Capitol Square
Wed.	Jul.	29	Concerts on the Square	Capitol Square pre 3p-OK
<b>AUGUST</b>				
Sat.	Aug.	1	Dane County Farmers' Market	Capitol Square
Sun.	Aug.	2	ACT 13 AIDS Ride Closing Ceremony	100 MLK eve-OK
Sat.	Aug.	8	Dane County Farmers' Market	Capitol Square
Sun.	Aug.	9	OutReach Pride Parade	State St. /Capitol Square
Wed.	Aug.	12	Jazz at Five Concert Series	100 State Street
Sat.	Aug.	15	Dane County Farmers' Market	Capitol Square
Wed.	Aug.	19	Jazz at Five Concert Series	100 State Street
Sat.	Aug.	22	Dane County Farmers' Market	Capitol Square
Wed.	Aug.	26	Jazz at Five Concert Series	100 State Street
Sat.	Aug.	29	Dane County Farmers' Market	Capitol Square
<b>SEPTEMBER</b>				
Wed.	Sept.	2	Jazz at Five Concert Series	100 State Street
Fri.	Sept.	4	Taste of Madison - set-up	Capitol Square pre 3p-OK
Sat.	Sept.	5	Dane County Farmers' Market	Capitol Square
Sat.	Sept.	5	Taste of Madison	Capitol Square
Sun.	Sept.	6	Taste of Madison	Capitol Square
Sat.	Sept.	12	Dane County Farmers' Market	Capitol Square
Sun.	Sept.	13	Ironman Triathlon	Madison/Dane County
Sat.	Sept.	19	Dane County Farmers' Market	Capitol Square
Sat.	Sept.	19	Ian's Pizza Eating Contest	30 on the Square
Sat.	Sept.	26	Dane County Farmers' Market	Capitol Square



**REVISED 2015 CONTRACT FOR PROFESSIONAL SERVICES  
By and Between  
Madison's Central Business Improvement District Board and  
Downtown Madison, Inc.**

THIS AGREEMENT, entered into as of this 7 day of May, 2015, by and between Madison Business Improvement District Board, (hereinafter referred to as the "Board"), and Downtown Madison, Inc. (hereinafter referred to as the "Consultant") for the 2015 calendar year:

WITNESSETH THAT:

WHEREAS, the Board desires to engage the consultant to render technical advice and assistance in reference to certain administration issues for the Board in accordance with the Scope of Services described herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**I. EMPLOYMENT OF CONSULTANT**

- A. The Board hereby agrees to retain the Consultant and the Consultant hereby agrees to perform the professional services hereinafter set forth.
- B. Nothing in this contract shall be construed to constitute or appoint the Consultant or the Consultant's agents or employees as the agent or employee of the Board.

**II. SCOPE OF SERVICES**

- A. The Consultant shall do, perform and carry out in a satisfactory manner, the following:
  - 1. Consultant shall employ the BID Executive Director, the Programming Coordinator, the Events Coordinator and the BID Ambassadors;
  - 2. Prepare agendas and required notices of the BID;
  - 3. Prepare minutes of meetings as required by law;
  - 4. Attend meetings of the BID Board and any committees established by the Board;
  - 5. Maintain database of Downtown property/business owners within the BID District;
  - 6. Make arrangements for public meetings authorized by the BID Board;
  - 7. Provide clerical duties as required;

8. See that the Board of Directors and the Executive Committee are kept informed on the conditions of the District and on factors influencing them;
9. Assist the Board of Directors in on-going strategic planning for the District;
10. Direct and coordinate approved programs, projects, and major activities of the District;
11. Implementation of the approved Operating Plan, and arrangement of the collection and disbursements of the BID and other charges, fees and revenues of the District;
12. Establishment of such procedures necessary to perform the functions called for under the Operating Plan and the budget;
13. Assist in hiring of contractors as needed to perform its function for the District;
14. Solicit funds from and maintain relationships with business sponsors, tax-exempt owners—City, County, Federal, State, and non-profits—and other funding sources;
15. Handle requests from, correspondence to, and contact with, the Mayor's office, City Council, and City agencies;
16. Along with the Chairperson of the BID, serve as primary spokesperson for the District;
17. Administer daily requirements of accounting procedures and internal controls.

### **III. TIME OF PERFORMANCE**

- A. This agreement is for the 2015 calendar year and may be terminated at any time, without any reason being given, by either party giving to the other at least sixty (60) days notice in writing.

### **IV. COMPENSATION AND METHOD OF PAYMENT**

- A. The BID will pay to DMI the total sum of one hundred fifty-six thousand one hundred twenty-nine dollars and eighty-one cents (\$156,129.81) in 2015, payable in eleven monthly installments of thirteen thousand and ten dollars and eighty-two cents (\$13,010.82) and one monthly installment of thirteen thousand and ten dollars and eighty-seven cents (\$13,010.87) on or before the 10<sup>th</sup> day of each month on account of the month.
- B. The compensation as stated above includes the BID Executive Director salary, insurance and payroll taxes; the Programming Coordinator salary, insurance and payroll taxes; administration; office rent, BID share of data/phone services, payroll processing, office machine lease, copies, etc.. The BID will pay at cost the direct out of pocket expenses such as postage, printing, travel, supplies, etc. In addition, the BID will pay at cost the wage and related personnel expenses for any paid Ambassadors and the Events Coordinator.

D. Monies called for under such requisition are due and payable within thirty (30) days of the date of said requisition.

**V. TIME DEVOTED TO WORK**

A. In the performance of the services, the hours that the Consultant works under this contract on any given day will be entirely within the Consultant's control and the Board will rely on the Consultant to put such hours as is reasonably necessary to fulfill the spirit and purposes of this contract.

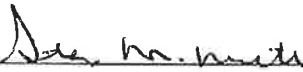
**VI. BOARD'S RIGHT OF SUPERVISION**

A. In the performance of the work contemplated in this contract, the Consultant is an independent contractor with the authority to control and direct the performance of the details of its work, the Board being interested only in the results obtained. However, the work contemplated in this contract must mirror the approval of the Board and shall be subject to the Board's general right of inspection and supervision to secure the satisfactory completion thereof.

IN WITNESSES WHEREOF, the Board and the Consultant has executed this contract as of the date first above written.

ATTEST:


BOARD OF MADISON'S CENTRAL  
BUSINESS IMPROVEMENT DISTRICT

  
\_\_\_\_\_

  
\_\_\_\_\_

DOWNTOWN MADISON, INC.

ATTEST:

  
\_\_\_\_\_

  
\_\_\_\_\_

5-17-15

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



Return completed certificate to:  
 City of Madison Risk Management  
 Attn: Risk Manager  
 210 Martin Luther King, Jr. Blvd., Rm. 406  
 Madison, WI 53703-3345  
 608-267-8705 (FAX)  
 608-266-5965 (PHONE)

This Form Must be Completed in its Entirety

# Certificate of Insurance



-To-  
 City of Madison  
 Madison, Wisconsin

This certifies to the Municipality the following described Policies have been issued to the insured named below and are in force at this time.

Name of Insured: Downtown Madison Inc & Madison's Central Business Improvement District

Address: 122 W Washington Ave Madison, WI 53703

This certificate is furnished to the Municipality to induce the Municipality to take official action and may be relied upon by the Municipality.  
 Description of operations insured: \_\_\_\_\_

Policies and Insurers	Limits	Policy Number	Policy Period
Commercial General Liability <u>Capitol Indemnity</u> <u>QBE</u> (Insurer)	Each Occurrence \$ <u>1,000,000</u> Aggregate \$ <u>2,000,000</u>	<u>CP0002795</u> <u>CFB 009 6536</u>	<u>11/15/14-15</u> <u>11/15-16</u>
Business Auto Liability <u>QBE</u> (Insurer)	Coverage Symbol <u>B, 9</u> Combined Single Limit \$ <u>1,000,000</u>	<u>CFB 009 6536</u>	<u>11/15/14-15</u>
Umbrella Liability (Insurer)	Occurrence/Aggregate \$ _____ Retention \$ _____		
Worker's Compensation <u>QBE</u> (Insurer)	Employer's Liability \$ <u>100/500/100</u> Statutory (states) <u>WI</u>	<u>CW009 6536</u>	<u>11/15/14-15</u>
Professional/Other Liability (Insurer)	Per Claim/Other \$ _____ Aggregate \$ _____		

The following coverages or conditions are in effect: (MUST BE ANSWERED "YES" FOR APPROVAL)..... YES NO

The Municipality, its officials, and employees are named on the Commercial General Liability policy(ies) described above as additional insured as respects:

(a) activities performed for the Municipality by or on behalf of the insured, .....

(b) products and completed operations of the Named Insured, and .....

(c) premises owned, leased or used by the Named Insured.....

Products and completed operations.....

The undersigned will mail to the Municipality a written notice within 30 days of cancellation or reduction of coverage or limits.....

Contractual Liability Coverage applying to this Contract .....

This certificate is not a policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, terms or conditions of any contractor other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

The Weckerman Agency  
 Agency or Brokerage

Nathan Husot  
 Name of Contact Person

6200 Mineral Point Rd Madison, WI  
 Address/City/State/Zip Code

608 | 258-2686  
 Telephone Number FAX Number

Capitol Indemnity | QBE  
 Insurance Company

nhusot@weckerman.com  
 Email

[Signature]  
 Authorized Signature\*

5/12/15  
 Date

\*NOTE: Authorized signature may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If the insurance is brokered, the authorized signature must be that of official insurance.

