

Memorandum of Understanding

City of Madison Task Force on the Structure of City Government

Community Surveys

A. Overview

The City of Madison (referred to throughout as “City”) created a Task Force on the Structure of City Government (referred to throughout as “TFOGS”) to study whether changes to city government could help make the City work more effectively for all of its residents, and, particularly, for people of color and low income. To ensure that all residents are heard in this process, the Common Council directed TFOGS to design and implement an innovative public input process to learn about residents’ perceptions of and experiences with governance in Madison, and their opinions about different structural options, including results in the final report. A key component of the TFOGS public engagement plan calls for the City to invite Community Liaisons (referred to throughout as “Liaison”) to organize resident input in neighborhoods with low voter turnout, low access to transportation, and high numbers of children under 4 years old (referred to below as “Targeted Aldermanic Districts” or “Targeted Neighborhoods”). The TFOGS earmarked funding in its budget for this effort to support Liaisons and defray the costs of organizing resident input. The Liaison(s) are contracting with the City to provide this service and, thus, are independent contracts, not City employees. This Memorandum of Understanding (“MOU”) outlines the responsibilities of the Liaisons in organizing resident input.

B. Community Liaison Information

Individual or Organization Name: _____

Primary Contact: _____

Address: _____

E-mail: _____

Phone: _____

Targeted Aldermanic District(s): _____

Targeted Neighborhood(s): _____

As a Liaison, you are required to submit the W-9 Form included with this MOU to the City prior to receiving any payments allowed for under this MOU. At the end of the year, you will receive a 1099 Form from the City for tax purposes.

C. Your Tasks

In consideration for the Fee described below, the Liaison agrees to:

1. Review the Boards, Commissions, and Committees and Common Council Subcommittee Reports to the Task Force on Government Structure and assist the TFOGS in developing basic community messaging, a brief (2-3 minute) TFOGS educational video, a 10-12 question resident survey. To this end, the Liaison may be required to attend between one (1) and three (3) meetings with the TFOGS Communications Subcommittee in June and July 2019.
2. Obtain at least 100 surveys from residents in the Liaison's Targeted Aldermanic District or Neighborhood identified in paragraph B above. The Liaison shall use their knowledge, experience, and best efforts to collect surveys. Specific strategies to engage residents shall be within the discretion of the Liaison, including, but not limited to, engaging residents at community events, going door-to-door, paying residents to complete surveys, and communicating with residents via telephone or other means.
3. The Liaison understands that the survey may be distributed on paper or online and that, if a contacted resident completes a paper survey, the Liaison is responsible for inputting the survey responses online unless otherwise directed by the City.
4. While collecting surveys, invite residents to upcoming TFOGS open houses and meetings.
5. Additionally, the Liaison is encouraged and invited, though not required, to attend future TFOGS open houses and meetings the resident surveys have been completed.

D. Compensation

In exchange for performing the above Tasks, the City will pay the Liaison on this schedule:

1. One-Thousand Five Hundred Dollars (\$1,500.00) within 7 days of executing this Memorandum of Understanding and submitting a completed Form W-9 to the City.
2. Five-Hundred Dollars (\$500.00) upon submission of 75 completed resident surveys to the City.
3. Five-Hundred Dollars (\$500.00) upon submission of 125 completed resident surveys to the City.
4. If the Liaison submits more than 200 completed surveys to the City, the City will pay the Liaison \$10 for each survey submitted in excess of 200 total surveys, with payment due no later than September 10, 2019.

E. Cap on Fees

At any time and for any reason, the City may provide Notice to the Liaison to stop collecting resident surveys. Notice shall be provided in writing to the Liaison at the address or e-mail in paragraph B. above. The City is not responsible for paying Liaison for surveys collected after Notice is provided. Regardless of whether Notice is provided, in no event shall the City be responsible for paying for surveys collected after August 25, 2019.

F. Schedule

The Liaison understands that the TFOGS goal is to complete have each Liaison obtain between 100-200 resident surveys from their targeted Aldermanic Districts and Neighborhoods by August 16, 2019. The schedule below represents the timeline for obtaining those surveys:

1. Task C.1. above by July 8, 2019.
2. Task C.2. above by August 16, 2019.

G. Additional Terms and Conditions

The Liaison agrees to the additional terms and conditions contained in Attachment A.

Signatures

City of Madison:

By: _____

Date: _____

Designee of Finance Director

Community Liaison:

Date: _____

Signature

Print Name

Attachment A

Task Force on the Structure of City Government (TFOGS)

Community Liaisons MOU

City of Madison Terms and Conditions

This Attachment 1 is an attachment to the Memorandum of Understanding (MOU) between the City of Madison and the Community Liaison named in the MOU ("Liaison").

Independent Contractor. Community Liaison agrees that at all times Community Liaison is acting as an independent contractor, and not acting as an employee or agent or in any other manner for or on behalf of the City of Madison, and that any persons who the Community Liaison utilizes or who provide services under this MOU are likewise not employees of the City of Madison.

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

Affirmative Action: If the Liaison employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year, The Liaison shall file, within thirty (30) days from the MOU effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Liaison provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minority or persons with disabilities. The Model Affirmative Action Plan for Vendors, Request for Exemption form, and instructions are available at: <https://www.cityofmadison.com/civil-rights/contract-compliance> or by contacting the City of Madison Affirmative Action Division, Attn: Contract Compliance Specialist at (608) 266-4910. Such contractors are further required to comply with all applicable provisions of Madison General Ordinances, Sec. 39.02(9)(e) including the "Articles of MOU." Further, the Liaison shall allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this MOU if the Liaison employs 15 or more employees, regardless of dollar amount, Community Liaison must notify the City of all external job openings at locations in Dane County, WI and Community Liaison agrees to interview candidates referred by the City or its designee. Job posting information is available at: https://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf

Weapons Prohibition. The Liaison shall prohibit, and shall require any subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this MOU, other than while at the Liaison'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 MOU, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

Liability. The Liaison agrees to be responsible for their own acts, errors or omissions (and their officers and employees, if any) while performing work under this MOU, and be responsible for any losses, claims, and liabilities attributable to their acts, errors, or omissions arising out of this MOU, including providing and paying for their own legal defense, if needed.

The City agrees to be responsible for its own acts, errors or omissions and those of its employees, officers, officials, agents, boards, committees and commissions in the performance of this MOU, and to be responsible for any losses, claims, and liabilities attributable to their acts, errors, or omissions arising out of this MOU, including providing and paying for its own legal defense.

In situations involving joint liability, the City and Liaison will only be responsible for their own acts, errors, or omissions and any legal expenses associated with it. The Liaison and City agree that Wis. Stat. sec. 893.80 continues to apply. By making this agreement, the City and the Liaison do not intend to waive, limit or modify any limitation of liability or legal protections that might apply to the Liaison or the City. This paragraph will continue to apply after the termination or expiration of this MOU.

Compliance with Laws. Liaison agrees to comply with all Federal, State, and Local laws, ordinances, codes, and regulations, and agrees to obtain any permits that would be necessary for the work under this MOU.

Amendment. This MOU cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change to this MOU may only be made by a written amendment, signed by the duly authorized individuals representing the Liaison and the City of Madison.

Entire Agreement. Once signed, this MOU (including all attachments) contains the entire agreement between the Liaison and the City. This MOU supersedes any and all conversations, discussions, oral agreements between the Liaison and the City on the subject of the work to be performed under this MOU.