

**City of Madison
and Community Shares of Wisconsin
Fiscal Agent Agreement**

RE: City Employees Combined Campaign

This is an agreement between the City of Madison, herein “City”, and Community Shares of Wisconsin, Inc., herein “CSW” or “Contractor”, setting forth the terms and conditions under which CSW will serve as Fiscal Agent, herein “Fiscal Agent”, for the City during the 2008 Employees Combined Campaign, herein “Campaign”.

WHEREAS, a single combined campaign on behalf of charitable organizations which allows for the convenient combination of the efforts of several umbrella groups representing over 250 agencies to be presented in a once-a-year at the work site campaign has been implemented by the City of Madison and its employees since 1982; and

WHEREAS, one of the participating umbrella groups, CSW, has been selected as Fiscal Agent to conduct and administer the Campaign for City employees on behalf of the various charitable agencies; and

WHEREAS, utilizing a Fiscal Agent saves substantial staff time and volunteer efforts on behalf of the employees of the City; and

WHEREAS, as Fiscal Agent, CSW shall provide fiscal procedures to ensure accountability and the manner and time of audits for the City’s Campaign.

LET IT THEREFORE BE RESOLVED that the parties do mutually agree to the following:

I. Purpose.

CSW shall serve as the Fiscal Agent of the Campaign.

II. Duties of the Fiscal Agent. Fiscal Agent shall:

A. Campaign Support, Management and Materials

1. Advise and assist with planning, organizing and implementing an effective employee campaign. Provide assistance in training coordinators, setting campaign goals and organizing campaign events.
2. Assist with the design and production of campaign materials as authorized by the Campaign committee. Such materials include but are not limited to brochure, pledge form, report envelope, posters and training materials for coordinators.

3. Receive Campaign materials and arrange, in coordination with the City's payroll department, for pledge forms to be personalized. Collate, pack and distribute Campaign materials to coordinators.
4. In a timely manner pick up report envelopes, deposit receipts, record pledges, verify pledge processing, maintain donor and financial records, and distribute receipts to participating umbrella, charitable groups in accordance with donors' wishes.
5. Assist in developing a Campaign budget with the Campaign planning committee. Pay Campaign expenses as authorized by the Campaign planning committee.
6. Maintain such records as are necessary to obtain an unqualified opinion from an independent Certified Public Accountant (CPA) firm. The Campaign committee, at an additional cost to the Campaign, may authorize such an audit.

B. Campaign Reports

1. Provide co-chairs, coordinators and participating umbrella representatives with a historical report by department that includes number of employees, number of donors, percentage of participation and total dollars.
2. Provide co-chairs and participating umbrella representatives with a pledge report beginning after the first report envelopes are processed and weekly reports thereafter until the Campaign is complete. The Campaign report will include department name, number of employees, number of donors, total pledges for current year and previous year, number and percentage change compared to previous year and percent participation.
3. Provide co-chairs and participating umbrella representatives with a designation report beginning half way through the Campaign and weekly reports thereafter until a final report is completed in February 2009. The designation report should include the name of each designee (umbrella and/or agency), current designations, percentage of pledges designated by umbrella group and each umbrella's share of general contributions.
4. Provide co-chairs and the planning committee financial reports beginning when the first expenses are paid and monthly reports thereafter until the final report is completed in February 2009.
5. Provide a final designation report and a list of acknowledgment requests to participating umbrella groups in February 2009.

III. Fee and Payment.

Fiscal Agent's 2008 fee of \$7,564.29 shall be deducted from the proceeds of the Campaign. The fee is compensation for the activities outlined in this Agreement and does not cover direct Campaign costs such as printing Campaign materials or other items authorized by the co-chairs and paid by the Campaign. Fiscal Agent's fee for renewal terms shall be increased by 3% each year.

IV. Indemnification.

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

V. Nondiscrimination.

In the performance of the services under this Agreement the Contractor agrees not to discriminate against any employee or applicant 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, 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, or national origin.

VI. Amendment.

This Agreement is intended to be all-inclusive. By mutual written agreement the parties may amend this Agreement.

VII. Term.

The effective date of this Agreement shall be the date of the Mayor's signature. The end date of this Agreement shall be January 31, 2009. The parties agree that the contract shall automatically renew for three (3) one-year terms unless either party gives notice of non-renewal thirty (30) days prior to the beginning of each renewal term, February 1.

VIII. Termination.

A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor,

the City may, at its option and in addition to all other rights and remedies which it may have a law or in equity against Contractor, immediately terminate this Agreement and all rights of Contractor under this Agreement.

B. Either party may terminate this Agreement without cause by providing forty-five (45) day written notice to the other party.

THE CITY OF MADISON
a Wisconsin municipal corporation

David J. Cieslewicz
Mayor

Maribeth Witzel-Behl
City Clerk

APPROVED:

APPROVED AS TO FORM:

Dean Brassler, City Comptroller

Michael P. May, City Attorney

Eric Veum
City Risk Manager

**COMMUNITY SHARES OF
WISCONSIN, INC.**

Witness Date

Date

Campaign Director