

**Milwaukee County Ordinance 56.17 –  
Nondiscriminatory Contracts**

(1a) All contracts except those exclusions listed in paragraph (e) let by or on behalf of the county, shall include the following provisions:

In the performance of work or execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which 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 apprenticeships. The contractor will post in conspicuous places, available for employment, notices to be provided by the county setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

(1b) Where federal regulations in regard to bidding and contracting procedures and equal employment practices apply, all contracts let by or on behalf of the county shall be consistent with said requirements, regulations, procedures and practices. However, all contractors having fifty (50) or more total employees, including noncraft employees, shall be required to have affirmative action plans on file with the county or other appropriate government agency.

(1c) All contracts except those exclusions listed in paragraph (1e) let by or on behalf of the county involving nonfederal funds shall contain language based on and reflecting federal and county equal employment opportunity and minority business enterprise requirements:

- a. The minority and women's business enterprise program authority and procedures shall apply as set forth in chapter 32 of the Code.
- b. Any act required to be performed or prohibited by chapter 32 of the Code is hereby incorporated herein by reference.

(1d) All contracts except those exclusions listed in paragraph (1e) let by or on behalf of the county, shall include the following provisions:

The contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

(1e) The exclusions applicable to paragraphs (1a), (1c), (1d) and (2) are as follows:

1. Departmental purchase orders.
2. Emergency purchases when immediate action is required to preserve property or protect life, health or welfare of persons.

3. Sole source procurements, as determined by the purchasing standardization committee.
4. Purchases from foreign countries.
5. Purchases from governmental agencies.
6. Purchases from petty cash (limit of fifty thousand dollars (\$50,000.00)).

(2) Except for exclusions in paragraph (1e) all directors, administrators and managers shall be responsible for obtaining compliance with the non-discrimination provisions of this section and shall, in cooperation with the contract compliance auditor, verify compliance prior to the award of all contracts with an aggregate value of twenty thousand dollars (\$20,000.00) or more.

(3) When a violation of this Section has been determined by the party responsible for the enforcement of the nondiscrimination provision, the violating party shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation and immediate steps to prevent further violations.

(4) If, after notice of a violation to the violating party, further violations of this section are committed during the term of the contract, the county may terminate the contract without liability for the uncompleted portion or any materials or services purchased or paid for by the contracting party for use in completing the contract, or it may

permit the violating party to complete the contract, but in either event, the violating party shall be ineligible to bid on any future contracts to be let by the county.

(5) No contract by or on behalf of the county shall be let to any party whose name appears on the list of ineligible contractors maintained by the state department of administration because of failure to comply with the provisions of s.16.765, Wis. Stats.

(6) A violation by a prime contractor shall not impute to a subcontractor, nor shall a violation by a subcontractor impute to a contractor.