

# CITY OF MILWAUKEE

Form CA-43

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City Attorney

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Assistant City Attorneys

July 2, 2003

Ronald D. Leonhardt, City Clerk  
200 E. Wells Street, Room 203  
Milwaukee, Wisconsin 53202

Re: CCFN 030310 (Handgun Violence Media Campaign – Contract with Safe and Sound, Inc.)


Dear Mr. Leonhardt:

By correspondence dated June 13, 2003, you requested that we prepare revisions to the 2003 contract with Safe and Sound, Inc. to implement the "Operation Ceasefire" Handgun Violence Media Campaign Project. Specifically, you asked that the contract be revised to reflect that the total contract amount of \$50,000 would consist of carryover funds from 2001 and 2002 which have already been paid to the contractor, and an additional amount to be paid from Special Purpose Account No. 0001-1310-S189-006300. On July 1, 2003, you confirmed that the final amounts are \$8,830.94 in carryover funds and \$41,169.06 in additional funds.

A revised contract is enclosed. We understand that your staff will attach the project budget as "Exhibit A" prior to execution of the agreement.

Please contact Ellen Tangen at 286-8411 with any further questions in this matter.

Very truly yours,

  
GRANT F. LANGLEY  
City Attorney

  
ELLEN H. TANGEN  
Assistant City Attorney

Enclosure  
EHT  
1055-2003-1925

**CONTRACT FOR HANDGUN VIOLENCE MEDIA CAMPAIGN  
OPERATION CEASEFIRE**

**SERVICE DESCRIPTION:** Operation Ceasefire – Handgun Violence Media Campaign

**TIME OF PERFORMANCE:** January 1, 2003 to December 31, 2003

**TOTAL AMOUNT OF CONTRACT:** Not to exceed a maximum of Fifty Thousand Dollars and no cents (\$50,000.00).

THIS AGREEMENT, entered into by and between SAFE AND SOUND, INC. (hereinafter referred to as the “CONTRACTOR”), and the City of Milwaukee, organized and existing under the Wisconsin Statutes (hereinafter referred to as the “CITY”).

**I. RETENTION OF SERVICES**

The CITY hereby agrees to pay to the CONTRACTOR the compensation hereinafter set forth, and the CONTRACTOR hereby agrees to personally perform, as an independent contractor and not as an employee of the CITY, the services hereinafter set forth, all in accordance with Common Council File No. 030310 (Handgun Violence Media Campaign Special Purpose Account, Account No. 0001-1310-S189-006300), and in accordance with the terms and conditions of this Contract. The CONTRACTOR agrees to meet all deadlines and any schedules as herein set forth. The CITY has identified the public purpose of this Contract as reducing the incidence of handgun violence in the City of Milwaukee.

**II. REQUIREMENTS**

The CONTRACTOR is required to:

- A. Do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in the Contract.
- B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. Comply with time schedules and payment terms as set forth herein.

### **III. SCOPE OF SERVICES**

The CONTRACTOR will provide a public education campaign in connection with the "Operation Ceasefire" project described in Exhibit A hereto.

### **IV. NOTICES**

Any and all notices to the CONTRACTOR shall be in writing and deemed served upon depositing same with the United States Postal Services as "First Class Mail," addressed to the CONTRACTOR at:

Safe and Sound, Inc.  
839 N. Jefferson Street, Suite 300  
Milwaukee, Wisconsin 53202  
Attention: Executive Director

Any and all notices to the CITY shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested," addressed to the CITY at:

City of Milwaukee – Office of City Clerk  
200 E. Wells Street, Room 205  
Milwaukee, Wisconsin 53202  
Attention: Ronald D. Leonhardt, City Clerk

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

### **V. TIME OF PERFORMANCE**

The services to be performed under the terms and conditions of this Contract shall be in force and shall commence on or after January 1, 2003, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated hereafter to fulfill CONTRACTOR's responsibilities to amend, modify, change, correct or expand thereon until the Contract is fully completed.

### **VI. COMPENSATION AND TAXES**

A. Compensation. The City agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept, for the satisfactory performance of the services under this

Contract, the maximum as indicated on page 1 under "Total Amount of Contract," inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensations to be paid hereunder exceed said maximum sum for all of the services required. The Total Amount of Contract consists of (i) \$8,830.94 in unexpended funds previously disbursed to the CONTRACTOR in 2001 and 2002 for purposes of a Handgun Violence Media Campaign project, receipt of which the CONTRACTOR hereby acknowledges, and (2) not to exceed \$41,169.06 of funds to be paid from Handgun Violence Media Campaign Special Purpose Account, Account No. 0001-1310-S189-006300.

B. Taxes, Social Security, and Government Reporting. Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibilities of the CONTRACTOR.

## **VII. REMEDIES FOR NONCOMPLIANCE**

If the CONTRACTOR materially fails to comply with any term or an award, the CITY may take one or more of the following actions:

- A. Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR;
- B. Disallow (that is, deny both use of funds and matching credit for) all or part of the activity or action not in compliance;
- C. Wholly or partially suspend or terminate the current award for the CONTRACTOR's program;
- D. Withhold further awards for the program; or
- E. Take other remedies that may be legally available.

## **VIII. TERMINATION OF CONTRACT FOR CAUSE**

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

## **IX. METHOD OF PAYMENT**

The CITY agrees to pay the CONTRACTOR the amount of not to exceed \$41,169.06 from its Handgun Violence Media Campaign Special Purpose Account, Account No. 0001-1310-S189-006300, for services in accordance with the Operation Ceasefire project budget set forth in Exhibit A hereto. Payment shall be made in a single lump sum on or after receipt of (i) an operating budget, in a form acceptable to the City Clerk and (ii) the reports required under sections XVI.B. and XVII of the contract between the CITY and the CONTRACTOR for calendar year 2002; and provided further, that CONTRACTOR expressly agrees to provide the CITY with the report required by section XVII hereof no later than January 31, 2004. All costs and expenditures must be documented in accordance with the requirements of section XVI.B. of this Agreement.

## **X. INDEMNIFICATION AND DEFENSE OF SUITS**

CONTRACTOR agrees to indemnify and hold harmless the CITY, its officers, employees officials and agents from and against any and all losses, claims, damages, expenses and all suits in equity or actions at law (including reasonable attorneys fees) and liabilities arising from, in connection with, or as a result of the operation of the Operation Ceasefire Project or any actions of CONTRACTOR undertaken pursuant to this Agreement.

In case any action in court is brought against the CITY or any of its officers, agents or employees for the failure, omission or neglect of the CONTRACTOR to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damages caused by the alleged negligent or willful acts or omissions of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments or decrees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender, it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the CITY or its officers, agents or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

## **XI. REGULATIONS**

The CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related to the operation of the Operation Ceasefire Project.

## **XII. TERMINATION FOR CONVENIENCE OF THE CITY**

The City may terminate this Contract, at any time for any reason by giving at least ten (10) days' notice in writing from the CITY to the CONTRACTOR. If the CONTRACTOR is terminated by the CITY as provided herein, the CONTRACTOR will be paid any amount which bears the same ratio to the total compensation as the services actually and satisfactorily

performed bear to the total services of the CONTRACTOR covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination, the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the CONTRACTOR during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph VIII hereof, relative to termination for cause, shall apply.

### **XIII. CHANGES**

All requests for change in performance and/or compensation will be directed in writing to the CITY Department/Agency set forth in Article IV.

### **XIV. PERSONNEL**

The CONTRACTOR represents that it has or will secure at his own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

### **XV. ASSIGNABILITY**

The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the CITY.

### **XVI. RECORDS**

A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

### **XVII. REPORTS AND INFORMATION**

CONTRACTOR shall provide to the CITY, no later than January 31, 2004, a written report detailing how the funds expended pursuant to this Contract were utilized. Such report shall include copies of invoices detailing the expenditures made for each item for which payment is to be made by the CONTRACTOR with funds received from the CITY pursuant to this Contract.

In addition, at such times and in such forms as the CITY may require, there shall be furnished the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this CONTRACT.

### **XVIII. AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, the appropriate federal or state agency may deem necessary, the CONTRACTOR shall make available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and will permit the CITY or such agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

### **XXIX. CONFLICT OF INTEREST**

No officer, employee, or agent of the CONTRACTOR shall receive any personal benefit, unrelated to the performance of his or her official duties, as a result of this contract.

### **XX. DISCRIMINATION PROHIBITED**

A. In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex orientation, sex or national origin.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex orientation, sex or national origin.

B. No person in the United States shall, on the ground of race, color, sex orientation, religion, sex or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

C. The CONTRACTOR agrees that it will comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. § 121011, *et seq.*

**XXI. WORKERS' COMPENSATION INSURANCE**

The CONTRACTOR, and all subcontractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Workers' Compensation insurance for all persons performing any work or services under the Contract or subcontract as is required by the Workers' Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.

**XXII. OTHER PROVISIONS**

Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the CITY in such manner and purpose as the CITY desires or determined without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefore other than herein provided.

By our signatures on the dates indicated below, SAFE AND SOUND, INC. and the CITY OF MILWAUKEE agree to all terms and conditions of this Contract.

**SAFE AND SOUND, INC.**

**CITY OF MILWAUKEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Ronald D. Leonhardt  
City Clerk

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned:

By: \_\_\_\_\_

(Deputy) Comptroller

Date: \_\_\_\_\_

Approved as to form and execution  
this \_\_\_\_ day of \_\_\_\_\_, 2003.



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Assistant City Attorney

1055-2003-1925:69641



## City 2001 Expenditures

Account #    Invoice Total    Date    Check #    Paid By/Account

<b>Printing</b>	<b>80115-40</b>				
Media Production-Printing					
<b>Total for Advertising-Printing</b>		<b>\$ -</b>			

<b>Television Advertising</b>	<b>80225-40</b>				
Channel 18/24		\$ 6,000.00	11/6/2002		City
<b>Total for Advertising-Transit</b>		<b>\$ 6,000.00</b>			

<b>Fiscal Agent Fee</b>					
Safe & Sound		\$ 900.00			City
<b>Total for Fiscal Agent</b>		<b>\$ 900.00</b>			



## City 2002 Expenditures

Account #   Invoice Total   Date   Check #   Paid By/Account

<b>Advertising-Billboards</b>	<b>80210-40</b>				
<b>Total for Advertising-Billboards</b>		<b>\$ -</b>			

<b>Miscellaneous Expenses</b>	<b>80150-40</b>				
Theatre X Invoice 1		\$ 10,000.00	6/26/2002		City
Theatre X Invoice 2		\$ 33,000.00	7/1/2002		City
<b>Total for Miscellaneous Expenses</b>		<b>\$ 43,000.00</b>			

<b>Media-TV Production</b>	<b>80130-40</b>				
Taylor Pro Audio		\$ 163.00	9/4/2002		City
<b>Total for Miscellaneous Expenses</b>		<b>\$ 163.00</b>			

<b>Accounting Fee</b>					
Safe & Sound		\$ 500.00			City
<b>Total for Accounting Fee</b>		<b>\$ 500.00</b>			





## **CEASEFIRE 2003 City of Milwaukee Budget**

### **Media-Creative, #80120-40**

The budgeted \$8,888 is for the creation of new exterior/interior signs and billboard signs for a new anti-gun violence campaign. The new campaign is being produced by the National Crime Prevention Council from funding provided by the U.S. Department of Justice.

### **Miscellaneous Expense, #80150-40**

This \$12,169.06 item is a portion of the funding needed to produce an anti-gun violence arts performance. The partnership between CEASEFIRE, Project Ujima, Marquette University, and Theatre X will sponsor a workshop for Milwaukee teenagers in which the teens will write and create an anti-gun violence arts production and then perform the show for various youth agencies and summer programs for youth. This will be the third summer and production of the initiative and the partnership is excited about including Project Ujima and the teen gun violence victims that they serve in this summer's production.

### **Television-Advertising, #80225-40**

Included in the NCPC anti-gun violence campaign will be television and radio Public Service Announcements. The budgeted \$20,000 will go towards buying space that reaches males between the ages of 14 to 34.

### **Accounting Fee**

Safe & Sound, Inc. holds the City of Milwaukee Funds and disperses the money via requests from CEASEFIRE in accordance to the budget. Safe & Sound charges a nominal fee for each check written by CEASEFIRE, and \$412 will be allocated for that expense.



## **CEASEFIRE 2003 Budget of unspent funds awarded in 2001 and 2002**

### **Miscellaneous Expense, #80150-40**

This \$8,830.94 item is a portion of the funding needed to produce an anti-gun violence arts performance. The partnership between CEASEFIRE, Project Ujima, Marquette University, and Theatre X will sponsor a workshop for Milwaukee teenagers in which the teens will write and create an anti-gun violence arts production and then perform the show for various youth agencies and summer programs for youth. This will be the third summer and production of the initiative and the partnership is excited about including Project Ujima and the teen gun violence victims that they serve in this summer's production.