

CONTRACT FOR SERVICES

BETWEEN

CITY OF MILWAUKEE

AND

SHARON McGUIRE

THIS CONTRACT is entered into between the City of Milwaukee (CITY), through the Office of the City Attorney, and Sharon McGuire (CONTRACTOR).

GENERAL SERVICE DESCRIPTION – CONTRACTOR hereby agrees to provide parking citation review support services to the City Attorney’s Office as described in Section III of this Contract.

TIME OF PERFORMANCE - To commence on May 1, 2012 for a period of one year, with additional one-year periods if agreed to in writing by the parties.

PAYMENT - The services shall be provided in accordance with the terms and conditions and the rate stated in Section IV of this Contract, but no event to exceed \$33,000, unless a different rate or different terms and conditions are agreed upon by the parties in writing. Payment shall be made out of Reimbursable Account Number 0007 1490 9901 R999 943085, and then billed to the Parking Fund, Account Number 040 6610 R999 637501.

WHEREAS, the CONTRACTOR represents herself as being capable, experienced, and qualified to undertake and perform the services described under the terms and conditions of this Contract as an independent CONTRACTOR, and not as an employee of the CITY;

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

I. RETENTION OF SERVICES. The CITY hereby agrees to engage the CONTRACTOR 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 the terms and conditions of this Contract.

II. REQUIREMENTS. The CONTRACTOR is required to:

A. Do, perform, and carry out in a satisfactory, timely and proper manner, the services delineated in this Contract.

B. Comply with requirements listed with respect to billing, avoiding conflicts of interest, reporting and other matters relating to the performance of the services.

C. Comply with schedules and payment terms.

D. Comply with sec. 303-15-2, Milwaukee Code of Ordinances, regarding residency within the CITY.

III. SCOPE OF SERVICES.

Provide back-up support for the work of the Parking Citation Review Manager. Work schedules shall be agreed upon by the parties.

IV. SPECIFIC CONDITIONS OF PAYMENT. Payment will be made to CONTRACTOR according to the following schedules upon satisfactory performance.

A. The CONTRACTOR shall submit an itemized bill for her services. CITY agrees to pay the bill upon review and approval by the City Attorney on the basis that the work was actually performed.

B. The CONTRACTOR shall be paid \$31.00 per hour, to be computed on the basis of the itemized invoices, which shall show work hours expended during the reported period of time.

2. Payments due the CONTRACTOR for work completed shall be made promptly pursuant to the CITY's prompt-payment policy, as follows:

It is the CITY's policy to pay all invoices within 30 days. If the CITY does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the CITY shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the CONTRACTOR by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime CONTRACTOR must pay the subcontractors for satisfactory work within seven days of the CONTRACTOR's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the CONTRACTOR fails to make timely payment to a subcontractor, the CONTRACTOR shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

D. Payments under this Contract may not to exceed \$33,000. The CITY may from time to time, in writing executed by the parties, amend this amount upon mutual agreement.

V. NOTICES. Any and all notices 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 CONTRACTOR at:

Sharon McGuire
3603 South Honey Creek Drive
Milwaukee, WI 53220

and to the CITY at:

City Attorney's Office
200 East Wells Street, Room 800
Milwaukee, WI 53202

Attn: Grant F. Langley, City Attorney

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

VI. DOCUMENTS.

A. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal. The CONTRACTOR shall be available to meet with CITY representatives, and to attend meetings as required, assuming her schedule permits such attendance.

B. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not without prior written approval by the CITY submit or make same available to any individual, agent, public body or organization other than the CITY, except as may be otherwise herein provided. Both parties understand that the CITY is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, *et seq.* CONTRACTOR acknowledges that it is obligated to assist the CITY in retaining and producing records that

are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the CONTRACTOR must defend and hold the CITY harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

C. If this Contract is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the CITY at the effective date of such termination.

VII. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance. The CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Additional Fringe or Employee Benefits. The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

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

D. The CONTRACTOR shall not be required to provide liability insurance during the term of this Contract or any extension thereof. The CITY shall indemnify and

hold harmless the CONTRACTOR for any claims or liability that may arise as the result of CONTRACTOR performing services under this Contract.

E. Subcontracting. The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth.

VIII. TERMINATION OF CONTRACT. Either party may terminate this Contract at any time for any reason by giving five days' notice in writing.

If the Contract is terminated by the CITY as provided herein, the CONTRACTOR will be paid for services actually and satisfactorily performed.

IX. CHANGES. The CITY may from time to time request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation that are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.

X. 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 Attorney; provided, however, that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the City Attorney.

XI. 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 seven 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.

XII. REPORTS AND INFORMATION. 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.

XIII. 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, as the appropriate federal or state agency may deem necessary, there shall be made 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 and/or representatives of the Comptroller General 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 or employment and other data relating to all matters covered by this Contract.

XIV. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential, to the extent permitted by law, and the CONTRACTOR agrees that they shall not be made

available to any individual or organization without the prior written approval of the CITY, subject to the provisions of the Wisconsin Public Records Law.

XV. CONFLICT OF INTEREST.

A. Interest in Contract. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.

C. Interest of CONTRACTOR and Employees. The CONTRACTOR covenants that no person who exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that she presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR shall not perform any services under this Contract that may directly affect the interests of her employer or other clients without first making full disclosure to the City Clerk in writing, and obtaining the CITY Clerk's approval in writing. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or his employees must be disclosed to the CITY; provided, however, that this paragraph shall be interpreted in such a manner so as

not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

XVI. 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, sexual orientation, religion, sex, or national origin, or ancestry, age, disability, lawful source of income, marital status, sexual orientation, or familial status; or based upon affiliation with, or perceived affiliation with any of these protected categories 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, sexual orientation, religion, sex, or national origin, or ancestry, age, disability, lawful source of income, marital status, sexual orientation or familial status; or based upon affiliation with, or perceived affiliation with any of these protected categories.

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 of 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, sexual orientation, religion, sex, or national origin, or ancestry, age, disability, lawful source of income, marital

status, sexual orientation, or familial status or based upon affiliation with, or perceived affiliation with any of these protected categories.

B. No person in the United States shall, on the ground of race, color, sexual orientation, religion, sex, or national origin, or ancestry, age, disability, lawful source of income, marital status, sexual orientation, or familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; 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 will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

XVII. 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 determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor other than herein provided.

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have caused this Contract to be executed for and on their respective behalves as of the dates hereinafter set forth.

Dated and signed this _____ day of _____, 2012.

CITY OF MILWAUKEE,
a municipal corporation

BY: _____
CITY ATTORNEY DATE

CONTRACTOR

BY: _____
SHARON McGUIRE DATE

COUNTERSIGNED:

BY: _____
COMPTROLLER DATE

LUB:bl
3/09/12

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