

CONTRACT FOR LEGAL SERVICES BETWEEN THE CITY OF MILWAUKEE
AND THE MILWAUKEE COUNTY DISTRICT ATTORNEY

This Agreement is entered into by and between the City of Milwaukee, acting through its City Attorney, and the Milwaukee County District Attorney.

GENERAL SERVICE DESCRIPTION – The Milwaukee County District Attorney hereby agrees to provide legal services and representation to the City of Milwaukee as described in Section III of this Contract.

TIME OF PERFORMANCE – To commence on the date of execution of this Contract and to terminate upon receipt of a notice under Section VII hereof.

PAYMENT – The legal services and representation shall be provided at no cost to the City.

Whereas, Pursuant to sec. 66.0301, Stats., and sec. 304-23, Milwaukee Code of Ordinances, and Resolution File No. _____, adopted _____, the Common Council of the City of Milwaukee has authorized the Milwaukee City Attorney to enter into an Agreement with the Milwaukee County District Attorney to act as a Special Assistant City Attorney for the purpose of bringing certain nuisance-abatement receivership actions on behalf of the City; and

Whereas, The District Attorney has agreed to provide his office's services, in the form of providing an Assistant District Attorney, to prosecute, under the direction of the City Attorney, certain nuisance-abatement receivership actions under sec. 823.23, Stats., for and on behalf of the City of Milwaukee; and

Whereas, The District Attorney has concluded that his office's ability to undertake such nuisance-abatement receivership actions will complement and assist his office's crime prevention efforts in certain designated Milwaukee neighborhoods;

Now, Therefore, The parties hereto mutually agree as follows:

I. RETENTION OF SERVICES. The City hereby agrees to designate the Milwaukee County District Attorney, or any Assistant District Attorney assigned by the Milwaukee County District Attorney (all of whom shall hereinafter be collectively referred to as the “District Attorney”) to act as a Special Assistant City Attorney, as an independent contractor and not an employee of the City, to perform the services hereinafter set forth, all in accordance with the terms and conditions of this Contract.

II. REQUIREMENTS. The District Attorney 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 relating to the performance of the services.

III. SCOPE OF SERVICES. The District Attorney shall provide legal services, at the direction of the City Attorney or a Deputy City Attorney, to commence and prosecute certain nuisance-abatement receivership actions under sec. 823.23, Stats., on behalf of the City of Milwaukee.

IV. 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 District Attorney at:

E. Michael McCann
Milwaukee County District Attorney
821 W. State Street
Milwaukee, WI 53233-1427

To the City at:

Grant F. Langley
City Attorney's Office
Room 800
200 E. Wells Street
Milwaukee, WI 53202

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

V. DOCUMENTS.

A. The District Attorney agrees to submit reports as may be required by the City Attorney at such times as may be scheduled for submittal, unless otherwise agreed to in writing.

B. All reports, studies, analyses, 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 District Attorney other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the District Attorney under this Contract are confidential and the District Attorney agrees that he will not, without prior written approval by the City Attorney, submit or make same available to any individual, agency, public body or organization other than the City, except as may be otherwise herein provided or by court order, subject to the provisions of the Wisconsin Public Records Law. The District Attorney shall assist the City in meeting its obligations under the Wisconsin Public Records Law.

C. If this Contract is terminated, 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.

VI. CONDITIONS OF PERFORMANCE AND COMPENSATION.

A. Performance. The District Attorney agrees that the performance of the District Attorney'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 District Attorney 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 District Attorney services under this Contract shall be the sole responsibility of the District Attorney.

D. The District Attorney shall not be required to provide professional liability insurance during the term of this Contract or any extension thereof. The City shall indemnify and hold harmless and provide legal representation to the District Attorney for any claims or liability that may arise as the result of the District Attorney performing legal services under this Contract.

VII. TERMINATION OF CONTRACT. The City, acting by its City Attorney or the District Attorney, may terminate this Contract at any time for no reason by giving five days' notice in writing.

VIII. CHANGES. The City may, from time to time, request changes in the scope of services of the District Attorney to be performed hereunder. Such changes that are mutually

agreed upon by and between the City and the District Attorney shall be incorporated in written amendments to the Contract.

IX. 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 six years after receipt of the final payment under this Contract.

X. 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.

XI. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the City deems necessary, there shall be made available to the City for examination all of the District Attorney records with respect to all matters covered by this Contract and the District Attorney will permit the City 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.

XII. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc., prepared or assembled by the District Attorney under this Contract are confidential, to the extent permitted by law, and the District Attorney agrees that they shall not be made available to any individual or organization without the prior written approval of the City or pursuant to court order, subject to the provisions of the Wisconsin Public Records Law.

XIII. 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 District Attorney or compensation to the District Attorney therefor other than herein provided.

In Witness Whereof, The District Attorney and the City have caused this Contract to be executed for and on their respective behalves as of the dates hereinafter set forth.

CITY OF MILWAUKEE

GRANT F. LANGLEY

DATE

MILWAUKEE COUNTY
DISTRICT ATTORNEY

E. MICHAEL McCANN

DATE

COUNTERSIGNED:

COMPTROLLER

DATE

PBM:dms
9/8/04
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