

**CONTRACT FOR SERVICES- CITY FUNDS  
City of Milwaukee  
HEALTH DEPARTMENT  
OFFICE OF VIOLENCE PREVENTION**

**CONTRACT NUMBER: C3810LVY21  
DEPARTMENT: MHD-OVP  
DATE OF AWARD: July 1, 2021**

**Distribution  
Original – MHD – OVP  
Copy 1 - Contractor  
Copy 2 - Comptroller**

### **CONTRACT FOR SERVICES**

This Agreement is by and between the City of Milwaukee-Office of Violence Prevention (hereinafter referred to as "OVP") and The Medical College of Wisconsin, Inc. (hereinafter referred to as "Contractor") for services carried out in relation to the 414 LIFE Violence Intervention Program.

Whereas the Milwaukee Health Department has been allocated funds in its 2021 budget for the Violence Prevention Initiative special fund, a copy of the relevant budget pages is attached hereto as Attachment A; and

Whereas, Contractor has agreed to collaborate with OVP and other collaborators, in the provision of services specified in the project proposal,

Whereas, the OVP desires to have the Contractor's continued participation in connection with the performance of this project via the Ceasefire Milwaukee initiative; and

Whereas, OVP and Contractor desire this agreement and the work to be performed under it to fully comply with all appropriate laws, regulations, and policies.

Now, therefore, the parties agree as follows:

1. Statement of Work. Contractor shall provide services as outlined in the Scope of Services attached hereto as Attachment B to this Agreement to assist the collaborative in achieving the performance targets established in the Request for Proposal.
2. Period of Performance. The period of performance under this Agreement shall be from 07/01/2021–12/31/22.
3. Award Amount. The estimated cost for performance under this Agreement is \$450,000 as identified in the budget attached hereto as Attachment C. Such amount shall not be exceeded without written Amendment to this Agreement.
4. Key Personnel. Every program staff member must complete an annual state and federal criminal background check that is kept in a secure file at the partner agency. No one shall be employed to work for the 414 LIFE program with convictions of sexual assault or domestic violence or any open cases for any criminal offenses. Anyone on supervision must receive written approval from that individual's probation/parole agent to work for the program. This approval should explicitly affirm this person's

capacity to engage in high-risk outreach and conflict mediation work that may involve contact with individuals and locations that may otherwise be prohibited. Every employee should sign an affirmation that they have received, read, and agreed to the partner agencies employment handbook and disciplinary procedures.

## 5. Invoices and Payment.

5.1 Submission of Invoices: OVP will reimburse the Contractor not more often than monthly upon submission of invoices. Such invoices shall be submitted monthly and no later than the 10<sup>th</sup> of the succeeding month. Invoices must be accompanied by appropriate supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. At a minimum, the supporting documentation should include general ledgers, invoices and cancelled checks. Personnel activity reports are required to substantiate personnel costs. Invoices must include the following certification signed by an officer or designated official of the Contractor: "I certify that this request represents actual costs incurred during the invoice period and that these costs are appropriate and in accordance with this Agreement. The Contractor further certifies that payment made by OVP under this Agreement shall not duplicate reimbursement of costs and services which are received from other sources."

5.2 Final Invoices: Final invoices shall be submitted to OVP no later than January 31st, 2023 and shall be marked as final. Final invoices received after January 31st, 2023 shall be honored for payment at the discretion of OVP unless another date for submission is agreed upon in advance by OVP and the Sub-recipient.

5.3 Final Payment: Final payment under this Agreement shall be predicated upon receipt and acceptance by OVP of all services, reports, and/or supplies called for hereunder, the assignment to OVP of any necessary refunds, rebates, and credits and, at OVP's option, final audit by OVP and/or the City of Milwaukee- Office of the Comptroller.

6. Reporting Requirements. Monthly progress reports shall be submitted to OVP the 10<sup>th</sup> of the succeeding month or at such time and in such format as OVP and Contractor shall agree in accordance with the format of documents.

7. Compliance with Terms of Project, Assurances and Certifications. Contractor certifies, by signing this document that Contractor will comply with the applicable terms and conditions of the Project which is incorporated herein by reference. Contractor specifically certifies that the following assurances and certifications that apply to the project are met. Such assurances and certifications required by the Contractor shall include but are not necessarily limited to:

- a. Designation as a 501©(3) organization by the IRS.
- b. Maintain in good standing all licenses and registrations necessary to operate as a tax-exempt organization in the State of Wisconsin.
- c. Office space in the requested post or the ability to secure an office space that is in or in close proximity to the neighborhood (2-3 blocks from the post boundary).
- d. Contractor must employ and supervise direct service staff to work in the Neighborhood applied for.
- e. Financial ability to meet payroll for project staff for at least thirty (30) days in the event that payment under the contract is delayed or a financial penalty for inadequate performance is applied.
- f. Defined as a fiscal agent and umbrella agency for community-led violence prevention efforts.

- g. Sex Discrimination. Compliance with Section 901 of Title IX of the Education Amendments of 1972 as amended.
- h. Age Discrimination. Compliance with the Age Discrimination Act of 1975 as amended.
- i. Drug-Free Workplace. Compliance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F

8. Accounting, Records, and Audit. The accounting for Agreement funds will be in accordance with the generally accepted accounting principles, as applicable to the Contractor. Contractor shall maintain records to support identifiable charges to the project. Obligations, commitments, encumbrances, or expenditures must be made within the period of the performance as stated in Article 2 of this Agreement.

9. Indemnification. Contractor agrees to and shall indemnify and hold harmless the City of Milwaukee, its officers, directors, and personnel, from any claim, damage, liability, injury, expense, or loss arising out of or pursuant to Contractor's performance under this Agreement. This indemnification obligation shall survive termination or expiration of the Agreement.

10. WORKER'S 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 Worker's Compensation insurance for all persons performing any work or services under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.

11. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the Difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.

12. INSURANCE. The CONTRACTOR must provide the CITY with proof of insurance coverage as prescribed by the City Attorney of the City of Milwaukee and set forth in **Attachment D**. Also, The CONTRACTOR must also notify the CITY when their insurance expires. Should the CONTRACTOR's insurance expire at anytime during the term of this Contract, the CITY will terminate the contract as prescribed in Article 15 of this Contract.

13. Assignment. Contractor shall not assign, transfer, or subcontract its interest or obligations hereunder without the written consent of OVP.

14. Notices. Any notices to be given under these terms and conditions unless otherwise stated shall be submitted as follows:

City of Milwaukee  
Health Department  
841 North Broadway  
Milwaukee, WI 53202

Attention: Commissioner Kirsten Johnson

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

15. Termination. Either party may terminate this Agreement upon thirty (30) days' written notice. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred prior to the date of termination, provided, however, that such costs shall not exceed the amount allowed under this Agreement and that a report of progress to date of termination has been submitted to OVP.

16. Amendment. This Agreement may be amended only by joint written agreement between the parties.

17. Publicity. Any statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded by this Agreement shall clearly state the percentage and dollar amount of the total costs of this Agreement and the percentage and dollar amount of the total costs of the project or program funded hereunder that will be financed by non-governmental sources, if any.

18. Choice of Law, Venue. This Contract, and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Contract shall be exclusively in the City of Milwaukee for matters arising under state law and in federal district court in the eastern district of Wisconsin for matters arising under federal jurisdiction.

19. Public Records. 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. sec. 19.21 *et. sec.* Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by CONTRACTOR under this Contract pursuant to Wis. Stat. sec. 19.36(3) 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 due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of the final payment under this Contract.

20. Non-Discrimination. The CONTRACTOR agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse of sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories. The City and CONTRACTOR 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. CONTRACTOR agrees to comply with all applicable requirements of

the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.* 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.

CITY OF MILWAUKEE,  
A Municipal Corporation

HEALTH DEPARTMENT -  
OFFICE OF VIOLENCE PREVENTION

By: \_\_\_\_\_  
(Kirsten Johnson, Commissioner)

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

CONTRACTOR:

\_\_The Medical College of Wisconsin, Inc. \_\_\_\_\_

DUNS Number: \_\_\_\_\_

By: \_\_\_\_\_ Title: Director, Grants and Contracts Date: \_\_\_\_\_  
(April A. Haverty, MPE, JD)

Countersigned:

\_\_\_\_\_  
(City Comptroller)

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

Examined and approved as to form  
and execution this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Assistant City Attorney

**CERTIFICATE REGARDING CORPORATE AUTHORITY**

The undersigned hereby certify, represent and warrant that they are an Authorized Official of The Medical College of Wisconsin, Inc, a corporation organized and existing under the laws of the State of Wisconsin (the "Corporation"), incumbent in the offices set forth below their respective signatures, and as such officers they are familiar in general with the Corporation's affairs, properties and records and in particular with the contract to which this Certificate relates.

Reference is made to that certain Contract for Services ("Contract"), dated as of \_\_\_\_\_, 2020, between the Corporation and the City of Milwaukee, Wisconsin (the "City").

As an inducement for the execution and delivery of the Contract by the City, the undersigned, on behalf of the corporation, do hereby certify to the City as follows:

1. The Corporation is a corporation duly organized and validly existing in good standing under the laws of the State recited in the first paragraph of this Certificate.
2. The Corporation is licensed or authorized to do business in Wisconsin.
3. The Corporation has full corporate right, power and authority to enter into, execute and deliver the Contract and to perform its obligations thereunder.
4. The execution, delivery and performance by the Corporation of the Contract has been authorized by all necessary corporate action on the part of the Corporation.
5. The person named below was on the date hereof, and was on the dates of the execution of the Contract, the duly elected (or appointed) and qualified incumbent of the office of the Corporation set for below with his/her signatures:

Name	Title	Signature
Jill Landrum	Grants Manager	
_____	_____	_____

The Contract has been duly executed and delivered on behalf of the Corporation by such person, who is authorized so to do, and the Contract constitutes a legal, valid and binding obligation of the Corporation in accordance with its terms.

6. No authorization, approval, consent or license of any regulatory body or authority, not already obtained, is required on the part of the Corporation for the valid and lawful authorization, execution and delivery of the Contract and the assumption by the Corporation of the obligations represented thereby.

7. The execution and delivery of the Contract and the assumption by the Corporation of the obligations represented thereby will not conflict with, violate or constitute a breach of, or default under the Corporation's Articles of Incorporation or Bylaws or any commitment, indenture, agreement, instrument or court or regulatory order to which the Corporation is a party or by which it or any of its properties are bound.

8. On the date hereof, the Corporation has delivered to the Parties certain Resolutions of its Board of Directors. These Resolutions were in full force and effect on the dates of the execution and delivery of the Contract and continue to be in full force and effect on the date hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(NAME OF CORPORATION)

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

Title: \_\_\_Grants Manager\_\_\_\_\_

**Attachment A–Notice of Award**



**Attachment B – Scope of Services**

**Attachment C – Budget**

**Attachment D - Insurance**