

Agreement

between

City of Milwaukee (The City) and Standard Insurance Company (Standard)

The City, as a matter of policy, shall strive to pay all timely and properly completed invoices within thirty (30) days of submission. Payment to the Contractor shall be deemed timely if the payment is mailed, delivered, or transferred within sixty (60) days after receipt of a properly completed and undisputed invoice or receipt and acceptance of the service under this Agreement, whichever is later. If the City does not make payment by the sixtieth (60th) calendar day, the City shall pay simple interest beginning with the thirty-first (31st) calendar day at the rate of one percent (1%) per month, unless the City disputes the amount of the invoice in which case it will not pay interest on the disputed amount. (Common Council File Number 900859, Adopted October 16, 1990.)

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 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 Agreement, 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 Agreement. Provided, however, that nothing in this paragraph shall be construed to require Contractor to disclose any information contrary to applicable state, federal and local privacy laws and regulations.

Any litigation between the Policyholder and Standard will be governed by the laws of Wisconsin.

Standard agrees to indemnify the Policyholder and hold harmless its officers, directors, agents and employees involved in the administration of the plan from any and all loss, liability, damage, expense or other cost or obligation resulting from or arising out of claims, damages, or lawsuits brought against the Policyholder with respect to the Group Policy if and to the extent that such loss, liability, damage, expense, cost or obligation was the consequence of the dishonest, fraudulent, criminal, or negligent acts of Standard's employees or agents acting alone or in collusion with others.

The Contractor agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to discriminate for the same reasons in regard to tenure, terms, or conditions of employment; not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any rule or employment policy which discriminates between employees on account of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories; not to seek such information as to any employee as a condition of employment; and not to penalize any employee or discriminate in the selection of personnel for training solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories.

City of Milwaukee: By _____ Date: _____

Title _____

Standard Insurance Company:

By _____ Date: _____

Title _____