



VENDOR SERVICE CONTRACT

The provisions of this contract have been reviewed and approved by the Office of the City Attorney.

Contract #	E0000015986
Date of Award:	APRIL 10, 2018
Purchasing Agent	CASSANDRA FAWLEY
Contract Total:	\$25,000.00
Department:	DEPT. OF EMPLOYEE RELATIONS
Purchase Order #:	N/A
Fund:	N/A

DESCRIPTION:	VSC FOR PERSONNEL INVESTIGATION SERVICES		
CONTRACTOR:	CRIVELLO CARLSON, S.C.		
SBE SUB-CONTRACTOR:	N/A	SBE	<input type="text" value="0.0"/> %
CONTRACT PERIOD:	FROM THE DATE OF AWARD THROUGH 12/31/2018		
PERFORMANCE BOND OR INSURANCE REQUIRED IN THE AMOUNT?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	

THE FOLLOWING CONSTITUTE THE CONTRACT DOCUMENTS. IF THERE IS A CONFLICT OF AMBIGUITY, THE CONTRACT SHALL BE GOVERNED BY THESE LISTED DOCUMENTS IN DESCENDING ORDER OF PRECEDENCE:

- 1 The Contract for Services Between the City of Milwaukee and Crivello Carlson, s.c. (EXHIBIT 1)
- 2 Contractor's Certificate of Liability Insurance



**CONTRACT FOR SERVICES BETWEEN
THE CITY OF MILWAUKEE AND CRIVELLO CARLSON S.C.**

THIS AGREEMENT is entered into between the City of Milwaukee ("City") and Crivello Carlson, S.C., to provide employment investigation services to the City's Department of Employee Relations.

GENERAL SERVICE DESCRIPTION – The law firm of Crivello Carlson, S.C. (hereinafter "LAW FIRM") hereby agrees to provide services to the City as described in Section III of this contract.

TIME OF PERFORMANCE – To commence on March 26, 2018 and to terminate when all the functions described in Section III of this contract are completed.

PAYMENT – The services shall be provided in accordance with the terms and conditions and the rate stated in Section IV of this contract, unless a different rate or different terms and conditions are agreed upon by the parties. Payment for fees due from the City shall be made out of Account Number 636508-0001-1652-1700-R999 = 636508 Misc Services/ 0001 General Fund/ 1652 Oper Div/1700 Staffing/ R999 Regular Account.

WHEREAS, the LAW FIRM represents itself 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 LAW FIRM and the LAW FIRM 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 LAW FIRM is required to:

A. do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this contract; and

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

III. SCOPE OF SERVICES. The LAW FIRM shall provide employment investigation services to the City in regard to personnel matters and/or complaints regarding the Milwaukee Health Department, as required by the Department of Employee Relations.

IV. SPECIFIC CONDITIONS OF PAYMENT. Payment will be made, at LAW FIRM's request, according to the following schedules upon satisfactory performance:

A. The LAW FIRM shall submit an itemized bill for its services no less than monthly. The City agrees to pay the bill upon approval of the City Attorney that the charges are reasonable and that the work was necessary to perform.

B. The LAW FIRM shall be paid the following hourly rates: for the work of Partner Agatha K. Raynor, \$175 per hour; for the work of Jasmyne M. Baynard, \$160 per hour; for the work of any paralegal of the firm, \$120 per hour, to be computed on the basis of the itemized invoices, which shall show work hours spent by each individual employed on this project during the reported period of time, and the costs and expenses arising out

of the service provided. The hourly rate shall only be applicable to individuals performing professional services. No additional costs will be billed for other support staff unless it is approved in advance by the City Attorney. In addition to fees, the City will pay reasonable out-of-pocket expenses (money paid by the LAW FIRM on the client's behalf, e.g., photocopying charges and other legitimate expenses). The LAW FIRM agrees that all such out-of-pocket expenses will be itemized on the aforementioned invoices.

C. Payment due to LAW FIRM for work completed shall be made promptly upon submission of the invoice. 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 simply 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).

D. Payments under this contract are not to exceed \$25,000.00. The City may from time to time amend this amount in the event the City deems that additional funds are needed to complete the work described in the Scope of Services section of this contract.

V. NOTICES. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed to the LAW FIRM at:

Crivello Carlson, S.C.
Attention: Sam Hall, Managing Partner
710 North Plankinton Avenue
Milwaukee, WI 53203

To the City at:

Department of Employee Relations
Attention: Maria Monteagudo, Director
200 East Wells Street, Room 706
Milwaukee, WI 53202

And:

Grant F. Langley
City Attorney
841 North Broadway, Room 716
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.

VI. DOCUMENTS.

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

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 LAW FIRM agrees that the performance of LAW FIRM'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 LAW FIRM shall not receive nor be eligible for any fringe benefits or any other benefits to which the City's salaried employees are entitled to or are receiving.

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

D. The LAW FIRM shall be solely responsible to meet LAW FIRM's insurance needs as required by the City, which shall include professional liability insurance, during the term of this contract or any extension thereof. The LAW FIRM agrees to maintain in force and effect professional liability insurance in an amount no less than Two Million Dollars (\$2,000,000.00) per occurrence.

E. Subcontracting. The LAW FIRM shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the City Attorney.

VIII. DEFENSE OF SUITS. In case any action in court or proceeding before an administrative agency is brought against the City, or any of their officers, agents, or employees for the failure, omission, or neglect of the LAW FIRM to perform any of the covenants, acts, matters, or things by this contract undertaken, or for injury or damage caused by the alleged negligence of the LAW FIRM, its officers, agents, or employees, the LAW FIRM shall indemnify and save harmless the City and their 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 LAW FIRM or LAW FIRM's insurer, and upon such tender it shall be the duty of the LAW FIRM and LAW FIRM's insurer to defend such claim or action without cost or expense to the City or their officers, agents, or employees. Nothing in this contract is intended or shall be deemed to make any third party a beneficiary thereof.

IX. TERMINATION OF CONTRACT. The City, acting by its City Attorney, may terminate this contract at any time for no reason by giving notice in writing from the City Attorney and to the LAW FIRM and to each other.

Notwithstanding the above, the LAW FIRM 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 LAW FIRM, and the City may withhold any payments to the LAW FIRM for the purpose of set-off until such time as the exact amount of damages due to the City from the LAW FIRM is determined.

If the LAW FIRM is terminated by the City as provided herein, the LAW FIRM will be paid for services actually and satisfactorily performed.

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

XI. PERSONNEL.

A. The LAW FIRM represents that it has or will secure at its own expense all personnel required in performing the services under the contract. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the LAW FIRM or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the state and local law of the jurisdiction in which LAW FIRM is located to perform such services.

C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City Attorney. If any work or services is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this contract. The LAW FIRM shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

XII. ASSIGNABILITY. The LAW FIRM 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 LAW FIRM 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.

XIII. RECORDS.

A. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by ERS with respect to all matters covered by this contract. Except as otherwise authorized, such records shall be maintained for a period of three 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.

XIV. REPORTS AND INFORMATION. At such times and in such forms as MERS may require, there shall be furnished to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this contract.

XV. 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 of employment, and other data relating to all matters covered by this contract. Notwithstanding the above, no privileged information will be disclosed to anyone other than the City without the City's written authorization.

XVI. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc. prepared or assembled by the LAW FIRM under this contract are confidential, to the extent permitted by law, and the LAW FIRM 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.

XVII. 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 LAW FIRM and Employees. The LAW FIRM 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, other than the receipt of payment for legal services called for herein. The LAW FIRM further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would

conflict in any manner or degree with the performance of its services hereunder. The LAW FIRM 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 LAW FIRM or its 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.

D. The LAW FIRM agrees, pursuant to § 304-23, Milwaukee Code of Ordinances, that no attorney who is a member of the firm and is advising or representing the City pursuant to the terms of this contract, shall undertake representation of any person in connection with any claim, proceeding, lawsuit, or other matter against the City during the period in which the LAW FIRM is engaged by the City under this contract.

XVIII. 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, 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.

This requirement shall apply 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.

B. No person in the United States shall, on the grounds of race, color, sexual 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 LAW FIRM 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.

XIX. WORKER'S COMPENSATION INSURANCE. The LAW FIRM, and all subcontractor, if any, shall provide to ERS an affidavit or other satisfactory proof that the City may require evidencing that the LAW FIRM 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 in which LAW FIRM's personnel are located. No payments or disbursements under the contract shall be made if such proof has not been furnished.

XX. 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 LAW FIRM or compensation to the LAW FIRM therefor other than herein provided.

IN WITNESS WHEREOF, the LAW FIRM and ERS have caused this contract to be executed for an on their respective behalves as of the dates hereinafter set forth.

CITY OF MILWAUKEE, a municipal corporation:

By: 
City Purchasing Director

Date: 4-16-2018

Countersigned by: 
Comptroller

Date: 4/17/2018
VC

CONTRACTOR:

Firm: Crivello Carlson, SC

Address: SAMUEL C HALL, JR.
710 N Plankinton Ave, Suite 500

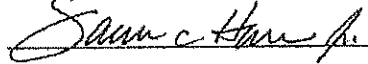
City, State, Zip: Milwaukee, WI 53203

Phone: (414) 271-7722

Fax: (414) 271-4438

Email: shall@crivellocarlson.com

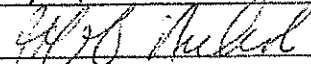
Federal ID: 39-1656203

By: 

Title: SAMUEL C HALL, JR.

Title: Managing Partner

Date: 4/16/2018

Witness: 

Title: President

PLEASE NOTE: CORPORATIONS MUST COMPLETE THE FOLLOWING:

(Someone other than the individual who executed this Contract must certify the following):

I, Jeffrey T. Nichols certify that I am the President
PRINT NAME PRINT TITLE

of the above CONTRACTOR named herein; that SAMUEL C HALL, JR.
PRINT SIGNATOR OF CONTRACT

who executed this Contract on behalf of the CONTRACTOR was then MANAGING PARTNER
OFFICIAL CAPACITY OF SIGNATOR

of said corporation, and in said capacity, duly signed said Contract for and on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by action of its duly constituted board, all of which is within the scope of its corporate powers.

Dated at Milwaukee, Wisconsin this 16th day of April, 20 18.
LOCATION

Jeffrey T. Nichols
SIGNATURE