

**2019-2020
AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into by and between the City of West Allis, Wisconsin (the "City") by the City Administrator of the City of West Allis, Wisconsin, a municipal corporation, and Wisconsin Community Services, Inc., 3732 W. Wisconsin Avenue, Suite 200, Milwaukee, Wisconsin 53208 (the "Consultant").

RECITALS:

WHEREAS, the City Administrator has negotiated with Wisconsin Community Services, Inc. to furnish professional services for the West Allis Mediation Center (the "Project"); and

WHEREAS, Consultant has submitted a proposal to provide such services; and

WHEREAS, the City has authorized the City Administrator to enter into this Agreement with Consultant for such services and has authorized the expenditure of funds to pay the liability that will accrue to the City under this Agreement.

NOW, THEREFORE, in consideration of these premises, the parties hereby mutually agree as set forth in the following pages, exhibits, and schedules which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the City Administrator and the Consultant have executed this Agreement.

WISCONSIN COMMUNITY SERVICES,
INC. (West Allis Mediation Center)

CITY OF WEST ALLIS, WISCONSIN
CITY ADMINISTRATOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**2019-2020
CITY OF WEST ALLIS
CITY ADMINISTRATOR
STANDARD FORM OF AGREEMENT
FOR
PROFESSIONAL SERVICES**

CONSULTANT: WISCONSIN COMMUNITY SERVICES, INC.

PROJECT: WEST ALLIS MEDIATION CENTER

This AGREEMENT covers the furnishing of professional services related to the West Allis Mediation Center activities.

SECTION 1 - SERVICES

1.01 SERVICES

A. Services of CONSULTANT to be provided under this AGREEMENT are listed in Exhibit A, Scope of Services, attached hereto and made a part of this Agreement by reference.

B. Payment for Services shall be made in accordance with Section 2 of this Agreement.

SECTION 2 - PAYMENT

2.01 PAYMENT

A. CITY shall pay CONSULTANT for Services rendered under Section 1 of this Agreement as outlined in Exhibit A on a quarterly basis upon receipt of an invoice.

2.02 TIME OF PAYMENT

A. CONSULTANT shall submit quarterly statements on or before the tenth of the month for Services rendered. The CITY ADMINISTRATOR shall make prompt payment on or before the tenth of the month following the date of the CONSULTANT quarterly statement.

SECTION 3 - TIME OF PERFORMANCE

3.01 COMMENCEMENT OF WORK

A. CONSULTANT shall commence the work to be performed under this Agreement on January 1, 2019, and upon execution of this Agreement.

B. Additional Services shall be commenced at and within the time agreed to between the CONSULTANT and the CITY ADMINISTRATOR at the time such services are authorized.

C. The CITY shall not be liable to CONSULTANT and/or any of its independent Professional Associates and Consultants and/or subcontractors for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this Agreement. The sole remedy against the CITY for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the CITY ADMINISTRATOR.

3.02 COMPLETION OF WORK

A. CONSULTANT shall complete the work to be performed under this Agreement by December 31, 2020.

B. Additional Services shall be completed within the time agreed to between the CONSULTANT and the CITY ADMINISTRATOR at the time such services are authorized.

C. In November of 2020, both parties shall evaluate the program to determine if it is in the interest of both parties to renew this Agreement. If it is determined that it is in the best interest of both parties to continue the contract, a new Agreement, incorporating any necessary changes, will be negotiated at that time for 2021-2022.



MEDIATION AND RESTORATIVE JUSTICE CENTER

414 W. Moreland Blvd.
Suite 204
Waukesha, WI 53188
T: 262-544-1647
F: 262-544-9456

3732 W. Wisconsin Ave.
Suite 200
Milwaukee, WI 53208
T: 414-271-5464
F: 262-544-9456

www.wiscs.org/mediation.htm
mcwc@wiscs.org

Mission

The Mediation and Restorative Justice Center promotes and provides mediation and other effective processes of conflict resolution and restorative justice.

Services

Youth Accountability Panel
Agree To Succeed
Restorative Justice
Training and Professional Development Programs
Conflict Resolution in the following areas:
Community • Juvenile
Landlord/Tenant • Families
Consumer/Merchant • Civil
Small Claims • Business
Victim/Offender • Workplace

LIVE UNITED



Greater Milwaukee
& Waukesha County

Agency Mission

WCS advocates for justice and community safety, providing innovative opportunities for individuals to overcome adversity.



January 8, 2019

Ms. Rebecca Grill, City Administrator
City of West Allis
7525 W. Greenfield Avenue
West Allis, Wisconsin 53214

Dear City Administrator Grill:

This letter updates the relationship between Wisconsin Community Services, Inc. (WCS) and the City of West Allis regarding the West Allis Mediation Center. Both parties agree that mediation services will continue in the year 2019 and 2020. **The following areas of dispute will be considered appropriate for mediation referral by the Police Department and/or any City Official:**

Neighbor/Neighbor disputes including but not limited to:

- Noise complaints
- Barking dogs
- Boundary issues
- Landlord/Tenant disputes
- Family disputes (excluding placement, visitation or custody)
- Juvenile disputes

The following is a fee schedule for the various levels of service which we will continue to provide. This schedule remains at the same rates and levels of service as in 2012.

- \$ 50.00 - Case management for initial referral
- \$ 75.00 - If first party agrees to mediate and the case manager contacts the second party
- \$100.00 - Case management for multi-party disputes (3 or more groups of people)
- \$125.00 - Mediation not scheduled but - telephone conciliation or resolution as a result of the case manager's intervention
- \$100.00 - Mediation scheduled but cancelled and not rescheduled - mediator was obtained, paperwork sent to parties, etc.
- \$125.00 - Mediation scheduled but one of the parties fails to show up
- \$250.00 - Basic two-party mediation hearing held
- \$300.00 - Multi-party mediation hearing held (dispute of 3 or more groups of people)

WCS will continue to provide:

- Experienced management and knowledge;
- A well trained and experienced volunteer corps of mediators;
- Presentations and/or in-service trainings to police department personnel and to city official administrative staff (no additional fee);
- Liability insurance;
- Staff and/or voice mail to receive calls forwarded from the City of West Allis;

- Face-to-face mediation sessions at the West Allis Police Department;
- A system of records and files open for review by City of West Allis monitors and evaluators which will document all referrals, case management logs, mediation agreements (if one is reached), and any follow-up client evaluations of the services provided;
- Quarterly statistics regarding the outcome of referrals;
- A Disposition Notice to the referring police officer or city official and to the lieutenant of the Crime Prevention Bureau;

It is our understanding that West Allis will:

- Provide a local City of West Allis phone number for citizens to call, which is automatically forwarded to the Mediation and Restorative Justice Center, a program of WCS;
- Identify, refer through the developed mechanism and encourage cases for mediation;
- Assist in generating police and city official knowledge of the service;
- Provide or assist in arranging free space to conduct the mediations locally;
- Provide security backup when the case has been identified by the police as volatile;
- Provide printing for brochures if the Center provides camera ready material appropriate for the Center's operation;
- Provide direct feedback about the program success.

Thank you for the opportunity to continue serving the City of West Allis.

Sincerely,



Cathy Warmington, Program Director
Wisconsin Community Services, Inc.

**2019-2020
CITY OF WEST ALLIS - CITY ADMINISTRATOR
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES GENERAL CONDITIONS**

CONSULTANT:

PROJECT:

1. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Wisconsin. The CONSULTANT shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this AGREEMENT.

2. APPROVALS OR INSPECTIONS

None of the approvals or inspections performed by the CITY ADMINISTRATOR shall be construed or implied to relieve the CONSULTANT from any duty or responsibility it has for its professional performance, unless the CITY ADMINISTRATOR formally assumes such responsibility through a letter from the CITY ADMINISTRATOR expressly stating that the responsibility has been assumed.

3. DISPUTE RESOLUTION

In the event a dispute arises under this agreement, which is not resolvable through informal means, the parties agree to submit the dispute to the following resolution mechanism prior to pursuing other available legal remedies. Upon receipt of a written request by either party to utilize this provision each party shall have five working days to notify the other as to the name and address of the person designated to hear the dispute for that party. Upon designation of the dispute resolution representatives, those persons shall have ten working days to appoint a mutually acceptable third person to hear the dispute, and to agree on a time and location to hear the matter in dispute. The representatives shall jointly determine the procedure to be used for gathering information and hearing the dispute.

4. ASSIGNMENT

Neither this AGREEMENT nor any right or duty, in whole or in part, of the CONSULTANT under this AGREEMENT may be assigned, delegated or subcontracted without the written consent of the CITY ADMINISTRATOR. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the CITY ADMINISTRATOR and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any of any other party.

5. CANCELLATION; TERMINATION

A. The CITY ADMINISTRATOR reserves the right to cancel this AGREEMENT in whole or in part, without penalty, due to nonappropriation of funds or for failure of the CONSULTANT to comply with terms, conditions, or specifications of this AGREEMENT.

B. The CITY ADMINISTRATOR may terminate this AGREEMENT for any reason at any time upon not less than 30 days written notice to the CONSULTANT.

C. In the event of termination, the CITY ADMINISTRATOR shall pay the CONSULTANT for that portion of the work satisfactorily performed prior to the date of termination.

D. If this AGREEMENT is cancelled or terminated by the CITY ADMINISTRATOR for reasons other than the failure of the CONSULTANT to comply with terms, conditions or specifications of this AGREEMENT, the CONSULTANT shall also be entitled to reasonable cancellation or termination costs relating to costs incurred by the CONSULTANT for commitments which had become firm prior to the cancellation or termination.

- E. Upon cancellation or termination under PARAGRAPH A. or B., above, the CONSULTANT shall promptly discontinue all affected work (unless the notice of termination directs otherwise) and deliver or otherwise make available to the CITY ADMINISTRATOR all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in progress.
6. **DISCLOSURE**
If a city official (as defined under section 3.02(l) of the Revised Municipal Code of the City of West Allis), a member of official's immediate family, or any organization in which a city official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a part to this AGREEMENT, and if this AGREEMENT involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this AGREEMENT is voidable by the City unless appropriate disclosure is made according to section 3.05 of the Revised Municipal Code, before signing the AGREEMENT. Disclosures shall be made to the Ethics Board of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 (Telephone 414-302-8203).
7. **ENTIRE AGREEMENT; AMENDMENTS**
This AGREEMENT, together with the specifications in the proposal and referenced parts and attachments, shall constitute the entire agreement between the parties and previous communications or agreements pertaining to the subject matter of this AGREEMENT are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this AGREEMENT, signed by both parties prior to the ending date of this AGREEMENT.
8. **INDEMNIFICATION; LIABILITY**
A. The CONSULTANT agrees to save, keep harmless, defend and indemnify the City of West Allis and the CITY ADMINISTRATOR, and all of their officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (City, City Administrator or other) occurring in connection with or arising out of any willful misconduct, error, negligent act or omission by the CONSULTANT or any of its agents, representatives, sub-consultants or employees occurring in connection with or in any way incident to or arising out of this AGREEMENT. This PARAGRAPH does not apply to liability, claims and costs to the extent that they result from the willful misconduct, error, negligent act or omission of the CITY, the CITY ADMINISTRATOR or their officers, employees or agents.
B. The CITY ADMINISTRATOR recognizes and agrees that its employees are subject to liability as provided by sections 893.80 and 895.46, Wis. Stats. Therefore, its employees will be liable for their acts under these provisions and will not be acting on behalf of or as agents of the CONSULTANT.
9. **INDEPENDENT CONSULTANT**
A. The CONSULTANT represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of nor have any contractual relationship with the CITY.
B. All of the services required hereunder will be performed by the CONSULTANT or under its supervision. Such personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
10. **REPORT AND DOCUMENTATION REQUIREMENTS**
A. **REPORTS.**
1. The CONSULTANT agrees to submit quarterly reports to the CITY.
2. 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 CONSULTANT other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONSULTANT under this Contract are confidential and the

CONSULTANT agrees that he/she will not, without prior written approval from 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.

3. The aforesaid documents and material prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONSULTANT other than as herein specifically provided. 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.
4. Agencies must acknowledge the receipt of CITY dollars in literature and promotional materials in the following manner: "THIS PROJECT IS FUNDED IN PART THROUGH THE CITY OF WEST ALLIS", or similar acknowledgement.

B. RECORDS.

1. 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 three (3) years after receipt of the final payment under this Contract.
2. Documentation of Costs. All costs shall be supported by properly executed and approved 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.
3. Client/Beneficiary Records. CONSULTANT shall maintain records of all individuals and families served. This information shall include name, address, phone number, activity, and these shall be made available upon request.

11. NO WAIVER OF CONDITIONS

The failure of either party to insist on strict performance of this AGREEMENT does not constitute a waiver of any of the provisions of this AGREEMENT or a waiver of any default of the other party.

12. OWNERSHIP OF DOCUMENTS

Upon completion of the services provided for in this AGREEMENT, or upon payment for services as provided for in SECTION 5., all specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the CITY ADMINISTRATOR.

13. PERIOD OF AGREEMENT

This AGREEMENT shall commence upon its signing by both parties and shall follow the period January 1, 2019 through December 31, 2020, during which all performance as described in this AGREEMENT shall be fully completed to the satisfaction of the CITY ADMINISTRATOR.

14. RELEASE OF INFORMATION

The CONSULTANT may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the CITY ADMINISTRATOR, except as required by Federal or State regulations, litigation or court order.

15. STANDARD OF PERFORMANCE

The CONSULTANT'S services shall be performed with the usual thoroughness; skill and competence of the consulting profession, in accordance with the standard for professional services prevailing at the time those services are rendered.

16. SURVIVAL

These General Terms and Conditions shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.

17. **SUCCESSORS AND ASSIGNS**
The CITY ADMINISTRATOR and the CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this AGREEMENT.

18. **TITLES**
The headings or titles of SECTIONS of this AGREEMENT are used for convenience and ease of reference and are not intended to limit the scope or intent of the SECTIONS.

19. **ACCESS TO RECORDS**
A. The CONSULTANT and sub-consultants to the CONSULTANT if any, agree to maintain for inspection by the CITY ADMINISTRATOR all books, documents, papers, accounting records and other evidence pertaining to all costs incurred under this AGREEMENT and to make such materials available at their respective offices at all reasonable times during the life of the AGREEMENT and for three (3) years from the date of final payment under the AGREEMENT, and to furnish copies thereof if requested.

B. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the CITY ADMINISTRATOR.

20. **ERRORS AND OMISSIONS**
A. The CONSULTANT shall be responsible for the accuracy of the work performed by the CONSULTANT under the AGREEMENT, and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without additional compensation.

21. **CONFLICT OF INTEREST**
A. The CONSULTANT warrants it has no public or private interest, and shall not knowingly acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the AGREEMENT.

B. The CONSULTANT shall not employ any person employed by the CITY for any work included under the provisions of the AGREEMENT.

22. **INSURANCE REQUIREMENTS**
CONSULTANT shall purchase and maintain for the duration of the Agreement as required by the CITY or by law, insurance indemnifying against claims, suits, personal injury, bodily injury to persons, or damage to property which arises from, or in connection with the performance of the work hereunder by the CONSULTANT. Some contracts may require professional liability or other insurance beyond the contract term.

Any deductibles or self-insured retentions shall be identified to the CITY; those which exceed \$10,000 must be declared to and approved by the CITY. The CITY may require a review of the latest audited financial statements of the CONSULTANT. At the option of the CITY, neither the insurer shall reduce or eliminate such deductibles nor shall self-insured retentions as respects to the CITY, its officers, employees, agents and volunteers; or the CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration and defenses expenses.

All required insurance under this Agreement is to be placed with insurers with a Best's rating of no less than A-VII. Said carriers to be admitted status with the State of Wisconsin, unless otherwise approved in advance by the CITY. The CITY reserves the right to approve non-admitted carriers with a Best's rating of no less than AX.

Work shall not be commenced under the Agreement until all insurance required under this paragraph has been obtained and evidence thereof in the form of certificates, with original endorsements effecting coverage, are filed with and approved by the CITY. The CITY reserves the right to require complete, certified copies of all required insurance policies upon the filing of a claim or lawsuit where the insurer denies coverage.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the CITY. For Workers' Compensation-related risks, only forms approved by the Insurance Commissioner are to be used.

CONSULTANT shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages shall be subject to all of the insurance requirements that are applicable to the CONSULTANT. No sub-consultant shall be permitted to commence work until all required coverages have been obtained and certificates and endorsements thereof are filed with the CITY.

If any part of a loss is not covered because of the application of a deductible or retention, said loss shall be borne by the CONSULTANT and not the CITY. Failure to maintain the required insurance may result in termination of this Agreement at the option of the CITY.

A. GENERAL ENDORSEMENTS

The protection afforded by the required insurance policies under this Agreement shall include, but shall not be limited to, the following:

1. Occurrence Based Policies. All required Liability insurance under this Agreement shall be written on an "occurrence" form, except separately approved Professional Liability Policies.
2. Representation of Coverage Adequacy. By requiring insurance for this Agreement, the CITY does not represent or warrant that coverage and limits will be adequate to protect the CONSULTANT, sub-consultant, their agents or any project engineer.
3. Cross-Liability Coverage. If the CONSULTANT'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. Cancellation. The policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after at least thirty (30) days prior written notice has been given to the CITY.
5. Additional Insureds. The CITY, its officers (elected and appointed), employees, agents and volunteers must be named as additional insureds as their interests may appear on the CONSULTANT'S liability insurance policies, which insure the CITY up to the required limits. Additional insured status shall be endorsed onto the respective insurance policy by the appropriate ISO Endorsement Form approved by the CITY and executed by duly authorized agents of said carrier.
6. Primary Insurance. CONSULTANT'S insurance shall provide primary insurance to the CITY, to the exclusion of any other insurance or self-insurance programs the CITY may carry. Any insurance or self-insurance maintained by the CITY shall be excess of the CONSULTANT'S insurance and shall not contribute to it.
7. Waiver of Subrogation. CONSULTANT waives all rights against the CITY, its officers, employees, agents and volunteers for recovery of damages to the extent these damages are covered by the insurance the CONSULTANT is required to carry pursuant to this Agreement.
8. Reporting. Failure to comply with any insurance policy reporting provisions shall not affect coverage provided to the CITY.
9. Cross Liability. The required insurance coverages shall apply separately to each insured against whom claim is made or suit brought, except with respect to the limits of the insurer's liability.

10. Indemnification. The policies shall contain an acknowledgement by the underwriters that, subject to the terms of the Agreement, the CONSULTANT shall indemnify and save harmless the CITY against any and all claims resulting from the wrongful or negligent acts or omissions of the CONSULTANT or other parties acting on its behalf under the Contract to which the insurance applies; and that the hold harmless assumption on the part of the CONSULTANT shall include all reasonable costs necessary to defend a lawsuit including actual reasonable attorney fees.

B. MINIMUM LIMITS AND OTHER PROVISIONS

1. WORKER'S COMPENSATION INSURANCE.

Wisconsin statutory limits for all employees of the CONSULTANT.

All sub-consultant and material men shall furnish to the CONSULTANT and the CITY certificates of similar insurance for all of their respective employees, unless such employees are covered by the protection afforded by the CONSULTANT.

2. GENERAL LIABILITY INSURANCE.

CONSULTANT shall maintain, and a Certificate of Insurance shall be furnished for Worker's Compensation, Comprehensive General Liability, including Contractual Liability, and Automobile Liability insurance for any claims that may arise from operations under this Agreement in the following amounts:

Bodily Injury	\$1,000,000	each occurrence
	1,000,000	aggregate
Property Damage	500,000	each occurrence
	500,000	aggregate
Automobile Liability	1,000,000	each accident
Worker's compensation		per State Statute

Certificates of insurance, in a form satisfactory to the City Attorney, shall be filed with the CITY and shall provide 30 days' notice of cancellation.

23. COPYRIGHTS

If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.