



Professional Service Agreement
Broydrick and Associates

PROFESSIONAL SERVICE AGREEMENT
Broydrick and Associates

This **Professional Service Agreement** (the “**Agreement**”) is effective the date last signed below (the “Effective Date”) and is between the County Executive’s Office of Government Affairs (the “**CEX-OGA**”) of Milwaukee County, a Wisconsin municipal body corporate located at 901 N. 9th Street, Milwaukee, WI 53233 (the “**County**”) and **Broydrick and Associates**, a public company with a primary place of business at 101 Constitution Avenue NW, Suite E825, Washington, DC 20001 (the “**Contractor**”), for the provision of government affairs consulting services at the federal level. The Contractor and the County are referred to as the “**Parties**” throughout this Agreement.

RECITALS

WHEREAS, Milwaukee County through its County Executive seeks to respond to the systemic funding crisis and historic capital backlog facing Milwaukee County by executing an engagement strategy that leverages Congressionally Directed Spending and other federal opportunities for additional funding and regulatory changes by engaging Congressional leaders, Wisconsin’s Congressional delegation, and the administration, including federal agencies.

WHEREAS, Broydrick and Associates, through Mr. Broydrick, has significant experience navigating the intricacies of the federal landscape and political process. As principal, Mr. Broydrick has effectively leveraged his unique knowledge and strategic relationships to successfully advocate for issues directly with congressional members. In addition to this experience, Mr. Broydrick has unique experience representing Milwaukee at the state legislature which enables him to understand Wisconsin political dynamics.

WHEREAS, Broydrick and Associates, through Mr. Broydrick, is a critical asset in the County’s efforts to secure additional funding sources because of Mr. Broydrick’s unique knowledge of the challenges facing local governments in Wisconsin, particularly Milwaukee’s fiscal position; his intimate understanding of the projects in the community and the impacts generated; and his track record of success in securing funding for clients in Wisconsin.

WHEREAS, For the reasons provided above, Milwaukee County and the Contractor wish to enter a professional service relationship for the provision of government affairs consulting services at the federal level as requested by and at the direction of the Director of the Office of Government Affairs (“OGA”), specifically to assist with advocacy surrounding the unique set of projects applied for through the 2026 Congressionally Directed Spending process and to address additional unique needs generated by the 2026 legislative environment, as well as providing federal advocacy and government affairs consulting services for any additional unique needs that are generated by the 2026 legislative environment.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

- 1. Order of Precedence.** The Agreement includes the following documents, incorporated by reference, in the following order of precedence, which will be followed in resolving any



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inconsistencies between the terms of the Agreement and the terms of any Exhibits, Attachments, or Amendments to the Agreement:

- a. This Agreement;
- b. Any exhibits to this Agreement, which shall have precedence in the order they are attached.

2. Performance of Services.

- a. **Scope.** The Contractor shall specifically perform the Services at the direction of the County, through its Director of Government Affairs and/or designee, to assist the County by providing government affairs services for the County at the federal level, including, at a minimum:

1. Collaborating with the Office of Government Affairs ("OGA") and the Office of Strategy, Budget, and Performance ("SBP") to strengthen the existing efforts surrounding the Congressionally Directed Spending ("CDS") requests and provide consultation regarding the federal appropriations process.
2. Assisting with federal advocacy and government affairs through consulting services for any additional unique needs generated by the 2026 legislative environment.
3. Providing services and deliverables that promote the services and programs provided by Milwaukee County to its residents and visitors to increase visibility by federal partners and stakeholders.
4. Increasing Milwaukee County's capacity to understand and engage with the technical requirements for CDS requests and reviewing CDS applications prior to their submission to congressional members.
5. Assisting Milwaukee County with identifying projects that have the greatest potential for success and advising Milwaukee County staff on creating messaging and strengthening the policy rationale for proposed projects.
6. Assisting Milwaukee County in advocating for proposed projects with the Wisconsin delegation and advising on additional opportunities to secure funding for projects.
7. Providing logistical support for congressional visits, including, but not limited to, scheduling assistance, research, and collateral development.
8. Providing monthly written progress reports to the County related to its efforts on the County's behalf. Upon completion of this PSA, the Contractor shall provide an electronic copy of all reports, including a final report, if any.



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9. Making oral presentations concerning the Services upon request at times and locations selected by the County at no additional cost to the County.

- b. **Adding or Changing Services.** The Parties may add or change services provided under this Agreement by properly executed amendment. The Contractor shall neither add to nor change its current services prior to authorization by the County through execution of an amendment. The County is not responsible for payment for any new or changed services rendered prior to the Contractor's receipt of appropriate authorization as described in this Section.

3. Term and Termination.

- a. **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until December 31, 2026 (the "Term").
- b. **Termination.** The Parties may terminate this Agreement as detailed in this Section. Upon termination of this Agreement for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination.
- i. **Termination for Breach.** If either Party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the other Party shall there upon have the right to terminate by giving thirty (30) days written notice of termination of Agreement, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, the breaching Party cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination due to Contractor's breach, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Agreement.
- ii. **Unrestricted Right of Termination by County.** The County further reserves the right to terminate the Agreement at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination and upon receipt of notice of termination, the Contractor shall reduce its activities hereunder as mutually agreed to by the Parties. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. The County may terminate the Agreement without liability if the Milwaukee County Board of Supervisors fails to appropriate monies required for the completion of any services under the Agreement.
- iii. **Return of Unearned or Unspent Funds.** Termination by either Party must include return of unearned or unspent funds to Milwaukee County.



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iv. **County's Retention of Rights.** County shall retain all fully vested rights that exist on the effective date of termination. If County terminates this Agreement, County's liability and Contractor's exclusive remedy will be limited to County paying Contractor for services and deliverables completed in accordance with the terms of this Agreement or specific performance by the County of any obligations under this Agreement until the termination date, provided, however, that any payment will not exceed unpaid amounts due.

4. Compensation.

a. Fees & Payments.

The total compensation to the Contractor for work performed under the Agreement shall not exceed \$40,000.00 (Forty Thousand Dollars). The County shall compensate the Contractor for work performed as a fixed fee, paid in an initial installment of \$10,000.00 due May 1, 2026, and nine (9) monthly installments of \$3,333.33 per month from April 1, 2026, to December 31, 2026, for a total of \$40,000.00. The Contractor shall notify County 30 days before the value of goods and services provided under this Agreement reaches the not to exceed amount. The Contractor shall not perform any service nor provide any goods that would result in the County owing the Contractor more than the not to exceed amount. Regardless of good or services provided the County will not pay any amount beyond the not to exceed amount. The only way to increase the value of this Agreement beyond the not to exceed amount is by a written amendment signed by both parties

b. **Nature of Compensation.** Unless otherwise stated in this section, the compensation to the Contractor described in this section shall include any and all out-of-pocket expenses incurred by the Contractor and/or its employees, agents, subcontractors, or other personnel including, without limitation, travel expenses.

c. **Prepayment.** Milwaukee County will not pre-pay for services.

d. **Invoicing.** The Contractor shall submit ~~two~~ invoices to Milwaukee County consistent with the amounts set forth in this Agreement and as stated in this Section. ~~The first invoice shall be submitted in February 2026, following the completion of the first Leadership Forum. The second invoice shall be submitted in June 2026, upon completion of the second Leadership Forum and all remaining tasks.~~ Contractor shall send the County an invoice ~~promptly after providing a service or deliverable~~ that includes the following minimum information:

- 1) The Agreement's INFOR Contract # OR Purchase Order #.
- 2) The Effective Date of the Agreement.
- 3) The date the service or deliverable was provided.
- 4) Contractor's business name.
- 5) Payee name.
- 6) Contractor's address.



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- 7) An invoice number.
- 8) An invoice date.
- 9) Contractor's email and phone # for billing issues.
- 10) An invoice line for each item or service.
- 11) Sufficient detail to support each invoice line (for example, units billed and unit rate, or hours billed and hourly rate).
- 12) The date due.
- 13) The amount billed.

If requesting payment by Check, Contractor must include Contractor's remittance address.

If requesting payment by ACH, Contractor must include:

- 1) Bank Name.
- 2) Bank Location (city and state).
- 3) Bank's American Bankers Association routing number.
- 4) Payee's Bank Account #.
- 5) Type of Account (i.e. Checking or Savings).
- 6) Email address of Contractor's Accounts Receivable/Finance Department who should receive the remittance information (the receipt that the funds reached Contractor's bank account).

The Contractor must submit invoices to the following recipient in order for Contractor's invoices to be considered received by the County:

Milwaukee County Courthouse
Katie Domina
901 North 9th Street, Milwaukee, WI 53233
Katie.Domina@milwaukeecountywi.gov
cc: APinvoices@milwaukeecountywi.gov

As a matter of practice, the County attempts to pay all invoices within 30 days of receipt of an accurate invoice from Contractor and County's acceptance of the corresponding services that comply with the terms of this Agreement.

- e. **Cost of Performance of Obligations.** Contractor is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this Agreement, unless otherwise indicated. The Contractor shall indemnify and hold the County harmless from any claims for payment of such charges, costs, and fees by any third party.
- f. **State Prompt Pay Law Exemption.** State Prompt Pay Law, Section 66.285, does not apply to this Agreement.



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- g. Fees, Permits, Taxes, and Licenses.** Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor must be without such taxes; billings including such taxes will be rejected. Contractor shall be responsible for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of Contractor's performance of services under this Agreement, or which arise as a result of any compensation paid to Contractor under this Agreement.
- 5. Ownership of Data.** Upon completion of the work or upon termination of the Agreement, all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Agreement shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Agreement shall not be made available to any individual or organization by Contractor without the prior written approval of County. No reports or documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
- 6. County Rights of Access and Audit.** The Contractor, Lessee, or other party to the Agreement, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "**Designated Personnel**") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the Agreement, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of Ordinances ("**MCCO**").
- 7. Non-Discriminatory Contracts.**

- a. Compliance with MCCO §56.17(1)(a).** The Contractor shall comply with MCCO §56.17(1)(A), which states:

"In the performance of work or execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include, but not be limited to, the following: employment,



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upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The contractor will post in conspicuous places, available for employment, notices to be provided by the county setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract."

b. Compliance with MCCO §56.17(1)(d). The Contractor shall comply with MCCO §56.17(1)(d), which states:

"The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements."

c. Violations. When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this Section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this Section are committed during the Term, County may terminate the Agreement by contacting the Contractor via the information set forth in the Notices below. Such termination shall be without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, or it may permit Contractor to complete the Agreement, but, in either event, Contractor may be ineligible to bid on any future contracts let by County.

a. Targeted Business Enterprise Goals. Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) regarding Targeted Business Enterprise ("TBE") participation on County projects, when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.



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The Parties agree that no TBE goal has been established, and no goal is required under this Agreement.

8. **Indemnity.** Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and reasonable attorney's fees by reason of statutory benefits under Workers' Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor and/or its agents which may arise out of or are connected with the activities covered by this Agreement. The County's liability is limited by Wis. Stats. Section 893.80 for general liability and Wis. Stats. Section 345.05(3) for automobile liability.
9. **Insurance.** Contractor and all parties furnishing services or products to the County must provide the County with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the Agreement. All parties shall, at their sole expense, maintain the following insurance:

- a. **Commercial General Liability Insurance including contractual coverage:**

The limits of this insurance for bodily injury and property damage combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- b. **Business Automobile Liability Insurance:**

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- c. **Workers' Compensation Insurance**

The Contractor shall maintain Worker's Compensation coverage that meets the minimum statutory requirements in the state where the work is performed, even if such coverages are elective in that state. For the state of Wisconsin, this coverage must have limits of at least \$100,000 per occurrence and \$500,000 policy aggregate or must follow the current required coverages under Wisconsin state statutes, whichever is greater. The Vendor shall ensure this coverage includes a waiver of subrogation in the favor of Milwaukee County and that the waiver of subrogation is stated on the Vendor's submitted Certificate of Insurance.

- d. **Employer's Liability Insurance**



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The Contractor shall maintain Employer's Liability coverage with limits of at least \$100,000 per occurrence for bodily injury, \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate. The Contractor shall ensure this coverage includes a waiver of subrogation in the favor of Milwaukee County and that the waiver of subrogation is stated on the Contractor's submitted Certificate of Insurance.

e. Crime/Fidelity Insurance or Bond

The Contractor shall maintain Crime/Fidelity Insurance or a Bond which covers employee dishonest actions or thefts which may occur during performance of services or activities under the contract. If insurance is provided, the minimum limit is \$100,000 policy aggregate. If a Bond is provided, the Bond is \$100,000 and the Vendor shall deliver the Bond to the Department executing the contract no more than thirty (30) days from contract execution.

f. Professional Liability/Errors and Omissions:

This insurance shall insure the professional services of the Contractor for the scope of services to be provided under this Agreement. Such insurance shall provide limits of not less than \$1,000,000 per occurrence.

The Vendor shall provide additional information on its professional liability/technology errors & omissions/media liability insurance coverage including, but not limited to:

1. Policy type (i.e., errors and omissions for consultants, architects, and/or engineers, technology errors & omissions, etc.);
2. Applicable retention levels;
3. Applicable retention levels;
4. Coverage form (i.e. claims made, occurrence; discover clause conditions); and
5. Effective retroactive and expiration dates.

g. Excess/Umbrella Liability Coverage

The Contractor shall maintain excess or umbrella liability coverage with additional limits of at least \$1,000,000 per occurrence. This excess or umbrella coverage must be in excess of (or in addition to) the limits provided in Sections a. (Commercial Liability), b. (Automobile Liability), d. (Employer's Liability), and f. (Professional Liability), above.

h. Additional Requirements. Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, subcontractors shall also comply with the additional requirements listed below.

The insurance specified in (a) and (b) above shall: (1) name Milwaukee County, including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (2) provide that such insurance is primary coverage with respect to all insureds and additional insureds.



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Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milwaukee County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. The County may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milwaukee County with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

10. Confidentiality. Contractor agrees that all work product and oral reporting shall be provided only to or as directed County employees working on this Agreement. Contractor further agrees that, aside from obligations under the public records law as more fully described in this Agreement and as determined in cooperation with the County, Contractor shall maintain all materials and communications, regardless of form, medium or method of communication, developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by County employees working on this Agreement. Contractor shall only use confidential information for activities pursuant to and related to the performance of this Agreement. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable local, state, and federal law. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, will harm or create liability for the County and will require Contractor to indemnify County as provided in of this Agreement.

11. Prohibited Practices.

- a. **Conflict of Interest.** During the Term, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.
- b. **Code of Ethics.** Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly,



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anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

Additionally, the Contractor shall ensure all subcontractors and employees are familiar with the statement above.

- c. **Non-Conviction for Bribery.** The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.
- d. **Debarment or Suspension.** Contractor hereby declares and affirms that, to the best of its knowledge and belief, its principals, owners, officers, shareholders, key employees, directors, and/or member partners:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not, within a three-year period preceding the Effective Date, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses set forth in the subsection above; and
 - 4) Have not, within a three-year period preceding the Effective Date, had one or more public or governmental transactions terminated for cause or for default.

12. Contractor Code of Conduct. The Contractor shall comply with the [Milwaukee County Contractor Code of Conduct](#). A failure to adhere to these requirements may result in contract termination, penalties, or other remedial actions as deemed necessary by Milwaukee County. All parties agree to adhere to the requirements set forth therein.

13. Safety & Security Policies. Contractor agrees to use commercially reasonable efforts to cause any of its employees who provide services under this Agreement on County's premises to comply with County's communicated safety and security policies to the extent that such policies are applicable to the site where Contractor's employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.



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- a. **Smoking, Tobacco, and Marijuana Products.** Contractor and its personnel shall comply with all Milwaukee County policies regarding smoking, vaping, or the possession or use of tobacco and marijuana products at or on the grounds of the impacted site. The Contractor shall educate its personnel, including contractors and third parties, regarding these policies, and is responsible for ensuring personnel compliance with the policies.
- b. **Workplace Violence & Harassment.** Contractor shall comply with the most current Occupational Safety and Health Administration ("OSHA") and/or National Institute for Occupational Safety and Health ("NIOSH") guidance on evaluating and controlling violence in the workplace. The Contractor shall ensure its personnel are trained regarding workplace discrimination and harassment and shall put in place policies and procedures which prohibit Contractor personnel from engaging in behavior that is discriminatory, harassing, or which could reasonably be considered to create a hostile work environment. The Contractor shall report to County all allegations and incidents involving workplace violence, discrimination, or harassment made by or about its personnel during the provision of services under this Agreement. If the allegation or incident involves a County employee, the Contractor shall comply with any requests made during the County's investigation of the incident or allegation. The Contractor shall advise its personnel that investigations of allegations or incidents may result in action up to and including criminal prosecution. The Contractor shall document the outcome of any investigations it conducts regarding allegations, complaints, or incidents involving its personnel and shall provide a copy of such documentation and a report regarding action taken to the County within thirty (30) days of final disposition.

14. Notices. All notices with respect to this Agreement shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or email, or three days after posting via US Mail, to the Party addressed as follows:

Broydrick and Associates
Attn: Bill Broydrick
101 Constitution Avenue NW
Suite E825
Washington, DC 20001
ibillb@broydrick.com

Milwaukee County OGA
Attn: Katie Domina
901 North 9th Street, Room 308
Milwaukee, WI 53233
Katie.Domina@milwaukeecountywi.gov

With a Copy to:

Milwaukee County Corporation Counsel
901 N. 9th Street, Room 303
Milwaukee, WI 53233



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Scott.Brown@milwaukeecountywi.gov

Either Party may designate a new address for purposes of this Agreement by written notice to the other Party.

- 15. Public Records.** Both Parties understand that the County is bound by the 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 hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this Agreement, whereupon the Contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this Agreement.
- 16. Independent Contractor.** Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Agreement shall give Contractor any authority to supervise, manage, and/or direct County employees.
- 17. Electronic Documents Considered Writing.** Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.
- 18. Compliance with Laws.** The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.
- 19. Choice of Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.
- 20. Assignment Limitation, Subcontracts.** This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns; provided, however, that neither Party shall



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assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.

- 21. Severability.** If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.
- 22. Modification and Waiver.** This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.
- 23. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

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The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

BY: _____ DATE: _____
NAME: _____
TITLE: _____
DEPARTMENT: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: _____ DATE: _____
Risk Manager
Office of Risk Management
Department of Administrative Services

APPROVED AS TO FUNDS AVAILABLE
PER WISCONSIN STATUTES §59.255(2)(e)

BY: _____ DATE: _____
Milwaukee County Comptroller
Office of the Comptroller

APPROVED BY THE COUNTY EXECUTIVE
PER WISCONSIN STATUTES §59.17(2)(b)(3) and (4):

BY: _____ DATE: _____
David Crowley
County Executive
Office of the County Executive

FOR CONTRACTOR:

BY: _____ DATE: _____
NAME: _____
TITLE: _____
TAXPAYER ID #: _____

APPROVED WITH REGARDS TO MCCO CHAPTER 42:

BY: _____ DATE: _____
Director
Office of Economic Inclusion
Department of Administrative Services

APPROVED WITH REGARDS TO FORM AND INDEPENDENT CONTRACTOR STATUS:

BY: _____ DATE: _____
Corporation Counsel Representative
Office of Corporation Counsel

REVIEWED AND APPROVED BY CORPORATION COUNSEL
PER WISCONSIN STATUTES §59.42(2)(b)(5):