

SERVICE AGREEMENT
FLAGSHIP AVIATION SERVICES, LLC

This **SERVICE AGREEMENT** (the “**Agreement**”), dated as of October 15, 2025 (the “**Effective Date**”) is between **Milwaukee County**, a Wisconsin municipal body corporate, represented by its [Department] (the “**County**”) and **Flagship Aviation Services, LLC** (the “**Contractor**”), combined to be considered the Parties to this Agreement (“**Parties**”).

RECITALS

1. Milwaukee County and Contractor wish to enter into a services relationship for the provision of janitorial services.

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

1. **Definitions.**

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

“**Deliverables**” mean any item in Contractor’s Scope of Services that is first developed or created by the Contractor for the County’s use as a result of Services provided under this Agreement. Deliverables include training documents, reports, analysis, and/or other documentation related to the Services provided under this Agreement. Deliverables do not include Contractor’s copyrighted materials and documentation, or other work product in existence prior to the commencement of this Agreement, or first created by the Contractor in any manner not in connection with the Services provided in this Agreement.

“**MCCO**” means the Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at: https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances

“**Services**” mean the services provided under this Agreement by Contractor and/or its staff.

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

- a. This Service Agreement;
- b. Milwaukee County’s Request for Proposal (“RFP”) # RFP-2025-024 (Exhibit A)
- c. Contractor’s Proposal (Exhibit B);

3. Scope of Services.

Contractor shall specifically perform services as identified in the RFP and its Proposal (Exhibits A and B). Contractor shall furnish and supply all labor, material, tools and equipment, and supervision necessary to fully and promptly perform the services described in Exhibits A and B.

4. Start-up and Transition Services.

The Contractor shall collaborate with County representatives to engage in transition planning prior to the Effective Date. Transition planning shall be at no cost to the County and shall include but not be limited to initiation of a transition team, preliminary meetings, technology identification, hiring, staff onboarding and training, finalization of a management plan, and subcontractor selection and contracting.

5. Quality of Services and Standards.

Contractor shall perform all Services in a professional and skillful manner and hereby guarantees that all workmanship shall be of first quality and free from defects, any and all materials, equipment and furnishings incorporated in or used to perform the Services, shall be of good quality and new unless otherwise agreed to by the County in writing, and the Services shall be free from defects not inherent in the quality required or permitted. Services that do not conform to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor shall supervise and direct the Services, using Contractor's best skills and attention, and shall be solely responsible for all means, methods, techniques, procedures, and coordination of all portions of the Services.

6. Staffing.

Contractor shall provide or arrange for the provision of suitably trained and competent personnel to perform the Services, including the provision of personnel for second and third shift work as required by the Scope of Work. The Contractor shall materially adhere to the staffing levels and plan identified in Exhibits A and B and the management plan agreed to by the Parties.

a. Key Personnel.

Contractor shall provide leadership and oversight of its performance of the Services through its key personnel as identified in Exhibit B and the management plan.

a. Qualification.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, training, and capability, including the availability of sufficient personnel with the necessary qualifications, to perform the services required by this Agreement. Contractor shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

b. Replacement.

If the Contractor is required for any reason to replace key personnel named in this Section, it shall provide the County and/or County Representative for the affected Properties a minimum of fifteen (15) days' advance notice of the replacement and shall provide the new key personnel's name, title, and contact information at the time of delivery of notice. Contractor shall ensure that any

replacement of the listed personnel is by persons of equal qualifications. County may require Contractor to remove and/or replace any personnel upon fifteen (15) days' written notice to Contractor. Without limitation to the foregoing, and when Contractor's personnel are on County's premises, Contractor will immediately remove and replace any Contractor personnel if County determines that such personnel violated, or may have violated, County's policies or work rules, or any other rule, regulation, statute, or law. Upon County's prior written consent, Contractor will also replace personnel when necessary and appropriate in County's opinion. Contractor agrees to maintain a consistent skill level among all replacement personnel, whether Contractor or County instigated the replacement.

c. Subcontracting and Contractor's Agents.

Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this Agreement. Agents used or supplied by Contractor in the performance of any Services are employees or agents of Contractor, and under no circumstances are such individuals to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of County's policies.

The Contractor is responsible for evaluating and managing the performance of all subcontractors providing Services to the County under this Agreement.

Contractor shall not enter into any Subcontract without the prior written consent of County, which shall not be unreasonably withheld. At the County's request, Contractor shall submit to the County a list of subcontractors and descriptions of all relevant jobs performed by each subcontractor.

d. Provision of Materials. Contractor shall provide all materials needed by Contractor's personnel in connection with the performance of Services under this Agreement at no additional expense to County.

7. Term and Termination.

a. Term.

Unless terminated in accordance with this Section, the Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until December 31, 2028.

b. Extension Term(s).

Upon expiration of the initial Term of this Agreement, at the County's option it may enter into up to four (4) one-year Extension Terms, subject to the terms and conditions of this Agreement ("Extension Term"). To execute the option to enter into an Extension Term, the County shall provide written notice to the Contractor of the intent to exercise the Extension Term option no fewer than thirty (30)

days prior to the initial Term's expiry. The County may provide written notice in electronic format such as e-mail, provided it complies with Section 21 of this Agreement.

c. 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 by Contractor.

Contractor may, at its option, terminate this Agreement upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate, undisputed billing and supporting documentation. Contractor must provide notice of intent to terminate no fewer than one hundred twenty (120) days prior to the proposed termination date and provide a thirty (30) day cure period during which the County may either make payment as required or notify Contractor of a dispute. Upon termination, Contractor shall be paid the compensation due for all services rendered through the date of termination, including any retainage.

ii. Termination by County for Violations by Contractor.

If the Contractor fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it 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, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, 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.

iii. 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. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of any services under the Agreement.

iv. County's Retention of Rights.

County shall retain any and all fully vested rights that exist on the effective date of termination. In the event that 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, provided, however, that such payment will not exceed the unpaid amounts due under the Scope of Services.

8. Compensation.

a. Fees & Payments.

Contractor acknowledges that Milwaukee County will not pre-pay for services or deliverables and agrees to accept payment for services following delivery to the County of a complete and accurate invoice for completed services or deliverables as provided in Section 6b: Invoicing.

County shall compensate Contractor for work performed (i) on an hourly basis at the billing rates listed below and (ii) on a reimbursement basis for cleaning supplies and consumables.

	Year 1	Year 2	Year 3	Year 4	Year 5
Cleaning Technician	\$24.22	\$24.95	\$25.69	\$26.46	\$27.26
Cleaning Supervisor	\$35.40	\$36.46	\$37.56	\$38.68	\$39.84
Floor Technician	\$26.18	\$26.97	\$27.78	\$28.61	\$29.47
Account Manager	\$58.80	\$60.56	\$62.38	\$64.25	\$66.18

This compensation shall include all expenses incurred by Contractor or its employees; Contractor may not request reimbursement of travel expenses.

b. Invoicing.

The Contractor shall invoice Milwaukee County as stated in this Section. Contractor shall send the County an invoice promptly after providing services or deliverables that includes the following minimum information:

- a) The Infor Contract # or Purchase Order #.
- b) The Agreement Effective Date.
- c) Contractor's business name.
- d) Payee Name.
- e) Contractor's address.
- f) An invoice number.
- g) An invoice date.
- h) Contractor's email and phone # for billing issues.
- i) An invoice line for each item or service.
- j) Sufficient detail to support each invoice line (for example, units billed and unit rate, or hours billed and hourly rate, for each staff person working on this project).
- k) The date due.
- l) The amount billed.

If requesting payment by check, the Contractor shall also include its remittance address.

If requesting payment by Automated Clearing House (ACH), the Contractor shall also include:

- a) Bank Name.
- b) Bank Location (city and state).

- c) Bank's American Bankers Association routing number.
- d) Payee's Bank Account #.
- e) Type of Account (i.e. Checking or Savings).
- f) 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 Mitchell International Airport
ATTN: Paul Corrao
5300 South Howell Avenue
Milwaukee, WI 53207-6156
Email: pcorrao@mitchellairport.com

c. 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.

d. State Prompt Pay Law Exemption.

State Prompt Pay Law, Section 66.285, does not apply to this Agreement.

e. Late Payment.

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. If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 12% (annual rate) on amounts not paid after the 60th day. **Invoices must be sent by mail or e-mail as indicated in provision 6(c) above to be considered received by the County.**

f. 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.

9. Ownership of Data.

Upon completion of the work or upon termination of the Agreement, it is understood that 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.

10. Other Contractors Not Prohibited, Client Consent

This Agreement does not limit the County's right to employ staff or engage other contractors or subcontractors to perform similar services at or about the premises in the same trade or any other trade, either: a) in connection with other services performed by the County; or b) in the event of Contractor's default under this Agreement, or if, in the sole opinion of the County, the Contractor is not able to complete the Services within the timeframes required.

Contractor shall not bid or accept any services at the premises from any person, firm, or corporation other than County without the prior written approval of County.

11. 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**").

12. Affirmative Action.

The Contractor assures that it will undertake an affirmative action program as required by MCCO 56.17, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCO 56.17. The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCO 56.17, to the same effect.

13. Targeted Business Enterprise Goals.

- a. Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) as regards 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.
- b. Contractor shall adhere to the approved TBE participation plan contained in Exhibits A and B to this Agreement, which assures that a required minimum participation percentage of the Agreement be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Agreement. Approval must be obtained from the County prior to making any change(s) to the approved TBE participation plan.
- c. If Contractor fails to achieve and maintain the level of TBE participation stated in this Agreement, Contractor shall provide documentation to the County demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If Contractor fails to reflect a good faith effort to achieve and maintain the level of TBE participation stated herein throughout the term of this Agreement, County may consider this as a material breach of the Agreement and may terminate the Agreement in accordance with Section 7 of this Agreement.
- d. Contractor shall submit monthly reports online as required by the County for the purpose of demonstrating compliance with this Section.

14. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action.

In the performance of work or execution of this Agreement, 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, 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 Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Agreement.

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 Agreement, 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 aforestated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

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 the section are committed during the term of the Agreement, County may terminate the Agreement 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 shall be ineligible to bid on any future contracts let by County.

15. 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 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, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

16. Insurance.

Contractor shall comply with the requirements in Attachment 6.

17. Continuity of Service.

- a. Contractor recognizes that the services under this Agreement are vital to the County and must be continued without interruption and that, upon contract expiration or termination, a successor, either County or another contractor, may continue them. Contractor agrees to: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- b. Contractor shall, upon County's written notice: (i) furnish phase-in, phase-out services for up to thirty (30) days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to County's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services

called for by this Agreement are maintained at the required level of proficiency.

- c. Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees.

18. Confidentiality.

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Section 22 of this Agreement and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by the individual who is signing this Agreement on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in Section 15 of this Agreement.

19. Prohibited Practices.

a. Conflict of Interest.

During the period of this Agreement, 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, 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 familiarized 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.**

The Contractor hereby declares and affirms that, to the best of its knowledge and belief, that its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- ii. Have not, within a three-year period preceding the date of execution of this Agreement, 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;
- iii. Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in section ii, above; and
- iv. Have not, within a three-year period preceding the date of execution of this Agreement, had one or more public or governmental transactions terminated for cause or for default.

20. **Compliance with County's Policies.**

- a. **Safety and Security Policies.** Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this Agreement on County's premises to comply with County's safety and security policies that County communicates 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.
- b. **Drug Use Policies.** Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Contractor will advise any Contractor employee who provides services under this Agreement on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:
 - i. If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or
 - ii. As a consequence of an accident caused by or involving the Contractor's employee on County's premises during the performance of this Agreement and likely to have been related to Contractor's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by Contractor at Contractor's expense, and Contractor will address any positive results and handle accordingly. Contractor's



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employee will not be permitted to perform the services if a positive result of the drug screen is determined.

- c. The Contractor shall comply with the Milwaukee County Contractor Code of Conduct located at <https://county.milwaukee.gov/files/county/administrative-services/AMOP/Chapter-15--CBDP/15.03--Contractor-Code-of-Conduct.pdf>. A failure to adhere to these requirements may result in contract termination, penalties, or other remedial actions as deemed necessary by Milwaukee County.

21. 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 three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Flagship Aviation Services, LLC
ATTN: James Mikacich, National VP
405 S. Kimball Ave., Southlake, Texas 76092
jmikacich@flagshipinc.com

To County:

Milwaukee Mitchell International Airport
ATTN: Airport Director
5300 South Howell Avenue
bdranzik@mitchellairport.com

With a Copy to:

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 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.

Contractor shall not assign the performance of this Agreement or any part thereof, or any right or interest herein or to any monies due or to become due hereunder, without County's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. No such assignment shall confer any rights upon the assignee unless consented to in writing by County but, instead, shall be void and ineffective.

28. 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.

29. 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.

30. Entire Agreement.

This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede 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.

31. Milwaukee County Directives.

The following Milwaukee County Directives are incorporated by reference into the Agreement.

- Milwaukee County Remote Network Access Directive for Vendors
- Milwaukee County Acceptable Use of Technology Directive for Vendors

The County may at its discretion, require specific users of County technology resources to sign a statement acknowledging receipt and awareness of these policies.

32. Media Releases and Contact.

Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the County unless the Contractor receives specific written authorization in advance from the County's Public Affairs Director or Communications Director. Contractor will limit and direct any of its advertising on the County's premises and shall make arrangements for such advertising with the Public Affairs Director or Communications Director. The Contractor shall not install any signs or other displays within or outside the County's premises unless in each instance the prior written approval of the County Public Affairs Director or Communications Director has been obtained.

Contractor's staff, independent contractors and subcontractors shall be restricted from releasing any information about the contract or events occurring within a County facility to a public forum or to the media without the authorization of the County and coordinated through the parties' public information representatives.

33. Liquidated Damages.

The parties acknowledge and agree that the services required by this Agreement are necessary for the County's operations, as well as the County's compliance with its federal and state obligations. The parties also acknowledge and agree that the damages resulting from Contractor's failure to perform the required services are difficult to quantify, but that, notwithstanding this difficulty, the liquidated damages amounts contained in this paragraph are fair and reasonable estimates of the injury that the County will suffer as a result of Contractor's failure to perform the services required by this agreement or its breach of this Agreement. Accordingly, if the Contractor fails to perform the services required by this Agreement or

otherwise breaches any of its obligations, the County may assess, in its sole discretion, liquidated damages in the amount of \$1,000 per day in which it has failed to perform the required services or is in breach of any of the terms of this Agreement. This includes but is not limited to failure to maintain required staffing levels, failure to provided reporting and failure to perform the required services consistent with the performance standards set forth in the Scope of Services. Contractor shall also be liable for liquidated damages if the County terminates this agreement for cause of because of Contractor's default until such time as County is reasonably able to obtain the required services. The liquidated damages specified in this section shall be in addition to any other damages or costs provided by any other provision of this Agreement or any other legal remedies available to the County.

34. Authorization.

The County has executed this Agreement pursuant to action taken by its Board of Supervisors on [Insert Date Action was Taken], Resolution File No. [Insert Resolution File #].

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