



FRAMEWORK AGREEMENT
with
Williams Associates Architects, LTD.

This PROFESSIONAL SERVICE AGREEMENT (the "PSA" or "Agreement") is dated _____ (the "Effective Date") and is between Milwaukee County, a Wisconsin municipal body corporate located at 9480 W. Watertown Plank Rd, Wauwatosa, WI 53226, (the "County") and Williams Associates Architects, LTD., an Illinois Corporation, with a primary place of business at 500 Park Boulevard, Suite 800, Itasca, IL 60143 (the "Contractor" or "Williams Architects") combined to be considered the Parties to this Agreement ("Parties").

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 in any Exhibits have the meanings assigned to them in the applicable Exhibit, terms defined throughout this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

| Term | Definition |
|--------------|--|
| Deliverables | Any item in Contractor's Statement of Work 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. |
| TBE | TBE means Targeted Business Enterprise. A TBE is any company that is certified as a DBE under WisUCP or certified as a minority- or women-owned business with the State of Wisconsin Department of Administration or registered as a small business in the SBA SAM registry. |
| MCCO | 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 | The professional consulting services provided under this Agreement by the Contractor and/or its identified staff. |



2. Order of Precedence

The PSA includes multiple documents. These documents are listed below in order of precedence and are incorporated by reference. The Parties shall follow the order below when resolving any inconsistencies between the terms of the PSA and the terms of any Statements of Work, Exhibits, Attachments, or Amendments to the PSA:

- a) This Professional Service Agreement
- b) The Contractor's Statement of Work and Contractor's proposal (Exhibit A)
- c) The Standard Insurance Requirements Form (Exhibit B)
- d) The Contractor's completed EEOC Form (Exhibit C)

3. Scope of Services.

Milwaukee County Parks currently owns and operates two (2) indoor deep-well pools, three (3) outdoor aquatic parks, eight (8) outdoor pools, one (1) privately operated outdoor pool, seven (7) splashpads, twenty-five (25) wading pools, and several beaches that have been historically used for swimming. The last Aquatic Facilities Study was adopted in 2002 and was intended to be a guide for Park's aquatics facilities to become operationally self-sustaining, and to progressively reduce the reliance on the tax levy by containing costs and increasing usage. Parks has experienced a steady decline in funding and staffing, and an updated study is necessary for the department to plan for aquatic investments in the future. We understand that recent efforts in 2023 have included public engagement through an online survey and other in-person events to gauge public perception and interest in aquatic usage. An initial facilities assessment was conducted for the facilities.

The County desires an analysis that considers existing conditions, public feedback, advancements in recreational trends, and the County's continually reduced financial capacity to plan for the future of Milwaukee County Parks Aquatics.

3.1. Reports.

Contractor shall provide written progress reports to the County on a weekly basis. Upon completion of the Agreement, Contractor shall provide three printed and one digital copy of the final report. Contractor shall make the requested oral presentations concerning the final report, at times and locations selected by the County.

4. Staffing.

4.1. Qualification.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, 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.

4.2. 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.

4.3. Provision of Workspace and 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.

5. Term and Termination.

5.1. Term.

The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until all services in the Scope of Work are provided, or until **April 1st , 2025**, whichever comes first, unless terminated in accordance with this Section.

5.2. Termination.

The Parties may terminate this PSA as detailed in this Section.

5.2.1. Termination for Breach

Either Party may terminate this PSA for breach if the other Party fails to meet its obligations under this PSA in a timely or proper manner or violates any of its provisions. To terminate for breach, the non-breaching Party must provide the breaching Party written notice of intent to terminate, specifying the alleged breach and date of termination, a minimum of thirty (30) days prior to the stated termination date.

5.2.2. Termination for Convenience.

The County may terminate the PSA at any time and for any reason by giving Contractor thirty (30) days written notice of termination.

5.2.3. Termination by County for Insufficient Funds.

The County may terminate this PSA immediately and without any liability to the Contractor if the Milwaukee County Board of Supervisors fails to appropriate the funds required for the completion of this PSA or any Statement of Work.

5.2.4. Rights & Obligations

The Parties shall retain any and all fully vested rights that exist on the effective date of termination. County's liability to Contractor on termination is limited to either payment for goods and services delivered on or before the termination date, or specific performance by the County of any obligations



under this PSA until the termination date. Any payment due from the County upon termination is limited to the unpaid amount due under that Statement of Work.

6. Compensation & Payment.

6.1. Compensation.

County shall compensate Contractor for work performed based off the invoice received. Invoices should come monthly and include only work performed. The total compensation to Contractor for Services performed under the Agreement shall not exceed \$130,000 unless agreed to by the County in writing.

6.2. Payment Terms

The County does not pre-pay for services unless specifically authorized in a Statement of Work. The County will pay for items that have already been completed after receiving the invoice. The County reserves the right to use a purchasing card to pay invoices. 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.

6.3. Cost of Performance of Obligations.

6.3.1. General

Contractor shall assume responsibility 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.

6.3.2. Taxes

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Contractor shall submit its invoices without taxes.

6.3.3. Permits & Licenses, Governmental Fees

Contractor shall assume responsibility 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.

6.4. State Prompt Pay Law Exemption.

State Prompt Pay Law, Wis. Stats. §16.528 does not apply to this Agreement.

7. Invoicing the County.

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

- a) The INFOR Contract # OR Purchase Order #.
- b) The Effective Date.



Professional Service Agreement

Milwaukee County Parks

Williams Associates Architects

- 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).
- 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:

- m) Bank Name.
- n) Bank Location (city and state).
- o) Bank's American Bankers Association routing number.
- p) Payee's Bank Account #.
- q) Type of Account (i.e. Checking or Savings).
- r) 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 Parks Accounting
ATTN: Parks Executive Director
9480 Watertown Plank Rd.
Wauwatosa, WI 53226
ParksPlanning@milwaukeecountywi.gov

The County reserves the right to use a purchasing card to pay invoices.

8. Data Use, Management, Oversight, and Sharing

8.1. 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.

8.2. Use of County's Data



Any reports, information, or 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.

9 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 described in [Section 18: Public Records](#) 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 13: Indemnity](#).

10 County Rights of Access and Audit.

10.1 By the County Audit Services Division.

The Contractor shall allow the Milwaukee County Audit Services Division, with or without notice to audit, examine, and make copies of any and all records created or maintained by the Contractor which pertain to the terms and performance of this Master Agreement for a period of at least three (3) years following the termination of this PSA. The Contractor shall allow Milwaukee County in the course of any review to interview the Contractor's employees, agents, or contracted third parties regarding the performance of Services under this PSA and the County may utilize resulting information to support findings.

10.2 For Contract Management and Compliance.

The Contractor shall allow Milwaukee County, with or without notice, to audit, examine, and make copies of any and all records created or maintained by the Contractor which pertain to the terms and performance of this PSA for a period of at least three (3) years following the termination of this PSA for any reason.

10.3 Contractor's Responsibilities in Subcontracting.

By execution of this PSA, the Contractor represents that it understands and will abide by the requirements of MCCO §34.09 and §34.095. Contractor shall ensure, by contractual obligation with its subcontractors, third parties or agents, that any third-party performing work on this PSA on behalf of the Contractor is bound by the same terms and responsibilities as the Contractor. The Contractor shall provide written notice of these contractual obligations to its third-party agents and shall monitor its contracts for third party compliance.

11 Non-Discriminatory Contracts.

11.1 Compliance with MCCO §56.17(1a).

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



Professional Service Agreement

Milwaukee County Parks

Williams Associates Architects

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 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.

11.2 Compliance MCCO §56.17(1d)

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.

11.3 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 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.

12 Indemnity.

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Milwaukee County and its agents, officers, and employees from and against all loss or expenses including costs and reasonable attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor and/or its agent(s) which may arise out of or is 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.

The foregoing obligations are conditioned upon:

12.1 The County's prompt written notice to the Contractor of any claim, action or demand for which indemnity is claimed. The County's failure to give such notice shall not relieve the Contractor of its obligations under



Professional Service Agreement

Milwaukee County Parks

Williams Associates Architects

this PSA, except to the extent that the Contractor is materially prejudiced by the County's failure to provide notice.

- 12.2 Contractor's complete control of the defense and settlement of any claim. Contractor may not settle an indemnified claim without the written consent of the County.
- 12.3 The County's reasonable cooperation in the defense as the Contractor may request. The Contractor shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

13 Insurance.

Every contractor and all parties furnishing services or product to the County or any of its subsidiary companies 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:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

d. Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit.

e. 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.

f. Excess/Umbrella Liability Insurance:



Professional Service Agreement

Milwaukee County Parks

Williams Associates Architects

Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits stated in (a), (b), and (d) above.

g. Additional Requirements:

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

Copies must be emailed to:

DAS- Risk
Risk Management Division
rm@milwaukeecountywi.gov

Milwaukee County Parks
Contracts Manager
Robert.Senglaub@milwaukeecountywi.gov

The Contractor shall ensure that any agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverages for any services provided at the request of the Contractor on a Milwaukee County contract. These minimum requirements do not limit the liability assumed elsewhere in an executed contract.

The Contractor shall not make changes to the types of coverage, limits and/or other terms without the approval of the County's Risk Manager.



14 Prohibited Practices.

14.1 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.

14.2 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.

14.3 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.

14.4 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:

14.4.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

14.4.2 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;

14.4.3 Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in [Section 15.4.2](#), above; and

14.4.4 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.

15 Compliance with County's Policies.



15.1 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.

15.2 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:

15.2.1 If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or

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

16 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 electronically as described in [Section 20: Electronic Documents Considered Writing](#), or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Name: __Williams Associates Architects,
LTD _____
ATTN: _Frank Parisi, COO, Managing Principal
Address: 500 Park Boulevard, Suite 800
Itasca Illinois 60143

fparisi@williams-architects.com

To County:

Milwaukee County Parks
ATTN: Executive Director
9480 Watertown Plank Rd.
Wauwatosa, WI 53226

Guy.Smith@milwaukeecountywi.gov

With a Copy to:

Milwaukee County Corporation Counsel



901 N. 9th Street, Room 303
Milwaukee, WI 53233
scott.brown@milwaukeecountywi.gov

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

17 Public Records.

Both parties understand that the County is bound by 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.

18 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.

19 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.

20 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.

21 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.

22 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.

23 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.

24 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.

25 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.

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EXHIBIT A

STATEMENT OF WORK

Milwaukee County Parks currently owns and operates two (2) indoor deep-well pools, three (3) outdoor aquatic parks, eight (8) outdoor pools, one (1) privately operated outdoor pool, seven (7) splashpads, twenty-five (25) wading pools, and several beaches that have been historically used for swimming. The last Aquatic Facilities Study was adopted in 2002 and was intended to be a guide for Park's aquatic facilities to become operationally self-sustaining, and to progressively reduce the reliance on the tax levy by containing costs and increasing usage. Parks has experienced a steady decline in funding and staffing, and an updated study is necessary for the department to plan for aquatic investments in the future. We understand that recent efforts in 2023 have included public engagement through an online survey and other in-person events to gauge public perception and interest in aquatic usage. An initial facilities assessment was conducted for the facilities.



The County desires an analysis that considers existing conditions, public feedback, advancements in recreational trends, and the County's continually reduced financial capacity to plan for the future of Milwaukee County Parks Aquatics.

Taking into consideration an initial facilities assessment was conducted, we propose the following approach for the proposed scope of work:

1. Step 1 - Market Assessment: Conduct the market assessment as identified in the Analysis Phase.
2. Step 2 - Financial Study: Initiate the financial study for County.
3. Step 3 - Existing Facility Evaluation: Evaluate the existing facility conditions assessment in comparison with the information gathered in the market assessment and financial study. Determine which facilities would require further evaluation as determined by the study.
4. Step 4- Supplemental Facility Audits: Supplement the initial existing condition audits based on the identified facilities determined in Step 3. Validate the initial findings. Generate recommendations from the supplemental evaluation. Provide recommendations contributing to the 20-year aquatic plan with a rating systems system for these facilities reviewed.
5. Step 5 - Finalize Milwaukee County Aquatics Plan.

The approach denoted above incorporates the following scope:

Analysis Phase (Market Analysis and Financial Study)

1. Definition of Milwaukee County's role as an aquatic's provider - recreation, swim lessons, employer, etc. within Milwaukee County.
 2. Evaluation of attendance trends over the past 10+ years.
 3. Evaluation of staffing and assigned duties.
 4. Consideration of comparable municipal aquatic systems.
 5. Equity disparities, both neighborhood and regional. Consideration should be of both user equity needs as well as equitable aquatic offerings.
 6. Trends in aquatic recreation projected out 20 years.
 7. Current and future impacts of climate change related to demand for aquatic offerings.
 8. Facility counts, type of service, availability analysis, and service areas for aquatic facilities in Milwaukee County identified with ownership. Information shall be shown in both tabular and mapping format.
 9. Fees - resident and non-resident.
 10. Budgetary impacts on opening and operating aquatic facilities.
 11. A public outreach component¹ to evaluate community opinion on aquatic facilities and services as well as necessary tax levy support.
 12. Analysis of service radii of each amenity; for example - how far will users travel to use various aquatic facilities?
- #### Supplemental Existing Facilities Evaluation.
13. Verification of existing conditions initially prepared by others.
 14. Facility Audits- Synthesis of existing aquatic facility conditions and assignment of estimated condition rating and remaining useful life.
 15. Maintenance costs - short- and long-term.

The supplemental facility audits inclusive of the verification of existing conditions, prioritization of recommendation and establishing short- and long- term maintenance cost is limited to the facilities identified in the market assessment and market study requiring additional validation. The proposed fee included herein provides an allowance for that scope of work. Additional scope consideration can be revisited once the market assessment and financial study is completed.

Recommendation Phase

1. Assessment and recommendations^{2,3} for a long-term (20-year) aquatic plan.



Professional Service Agreement

Milwaukee County Parks

Williams Associates Architects

- a. Recommendation deliverables to include the following:
 - i. For system as a whole based upon analysis phase findings, including but not limited to:
 - a) Present aquatics demand
 - b) Anticipated future population trends
 - c) National trends in aquatic planning
 - d) Public perceptions of need
 - e) Remaining useful life of existing aquatic facilities.
 - f) Parks Equity Index
 - g) Distribution of aquatic facilities and amenities, with consideration given to seasonal services and programming.
 - h) Current and future financial impact projections
 1. Facility Management Outline
 - a. Facility Operating Schedule
 - b. Facility Capacity Limits
 2. Opinion of Probable Revenue
 - a. Market Penetration
 - b. Seasonal Usage
 - c. Develop Fee Structure Options (Low, Medium, High)
 - d. Opinion of Attendance by User Group
 - e. Opinion of Revenue
 3. Opinion of Probable Expenses
 - a. Labor Demand
 - b. Chemical Demand
 - c. Supply Demand
 - d. Capital Costs
 4. Maintenance and Repair Demand
 - a. Utility Demand
 5. Opinion of Financial Impact
 - ii. For outdoor deep pools, water parks, and indoor pools as both an overall category of aquatic amenities as well as individual site recommendations.
 - iii. For wading pools, provide a recommendation as an overall category of aquatic amenity.
 - iv. For splashpads, provide a recommendation as an overall category of aquatic amenity.

Project Communication

1. Kick off Meeting: Conduct one initial meeting to confirm project goals, objectives, scope, schedule, and expectations. Assumes an in-person meeting.
2. Progress Meetings: Conduct progress meetings/conference calls as often as necessary but no less than once per month until the final plan is approved by Parks. Scope of work includes monthly virtual.
3. Meeting Minutes: All meetings shall be captured with meeting agendas and minutes.
4. Project Schedule – Maintain project schedule for the activity.

Final Report and Presentation

Using the information gathered from the process above, prepare and present a final Aquatic Facilities Study to document the analysis and recommendations. The report should be crafted to assist with planning decisions for existing and potential future aquatic facilities. A public presentation on the final report will be made to the Milwaukee County Committee on Parks and Culture.

9. SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE



We will work with Milwaukee County Parks to develop a Project Schedule that meets the goals and objectives. To we propose the below noted preliminary Project Schedule as follows:

Preliminary Project Schedule:

| <u>Task</u> | <u>Duration</u> |
|--------------------------------------|-----------------|
| Analysis Phase | |
| Market Analysis | |
| Financial Study | |
| Limited Supplemental Facility Audits | |
| Recommendation Phase | |
| Final Report Deliverable | 6-8 Months |

10. TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by Milwaukee County Parks shall be paid on a fixed fee basis, as described below, for the Scope of Services performed in accordance with the enclosed compensation breakdown. The Architect shall bill the County on a monthly basis for the percentage of services / work performed for the previous months' time.

Time will be in accord with the enclosed Rate Table.

We respectfully propose our Professional Services fees as follows:

| | |
|---|-------------------------------------|
| Market Analysis | \$ 15,000 |
| Financial Study | \$ 35,000 |
| Limited Supplemental Facility Audits (allowance billed Hourly) | \$ 25,000 |
| Assumes 2 Days of Site Investigative Work with a representative from Williams Architects or Councilman (32 Hours) | |
| Prepare Draft Report of Findings (40 Hours) | |
| Prepare Maintenance Cost Data of Facility Audited (40 Hours) | |
| Project Communication | |
| In person kick off Meeting (1 Meeting) | |
| In person project team Meeting (2 Meetings) | |
| Monthly Virtual Meeting (8 Meetings) | |
| Preparation of Meeting Minutes | \$ 11,000 |
| Final Report and Presentation | \$ 35,000 |
| 11. TOTAL expenses | \$ 121,000 plus reimbursable |

Our base services work will be provided on a percentage of work completed basis from the rate table below. Any Additional Services authorized by the Owner and approved in writing will be provided on an hourly basis from the rate table below. Our Consultant's rate schedules vary for each Consultant, but they are generally comparable to our own rates enclosed herein.



Professional Service Agreement

Milwaukee County Parks

Williams Associates Architects

Rate Table

| | |
|---|----------------|
| Managing Principal | \$ 250.00/Hour |
| Senior Principal | \$ 231.00/Hour |
| Principal | \$ 225.00/Hour |
| Associate Principal | \$ 223.00/Hour |
| Senior Associate/Senior Project Mgr. | \$ 223.00/Hour |
| Associate / Project Manager | \$ 203.00/Hour |
| Architect III | \$ 180.00/Hour |
| Architect II | \$ 166.00/Hour |
| Architect I | \$ 149.00/Hour |
| Senior Project Coordinator II | \$ 180.00/Hour |
| Senior Project Coordinator I..... | \$ 166.00/Hour |
| Project Coordinator IV..... | \$ 135.00/Hour |
| Project Coordinator III | \$ 124.00/Hour |
| Project Coordinator II..... | \$ 105.00/Hour |
| Project Coordinator I..... | \$ 90.00/Hour |
| Project Technician II..... | \$ 70.00/Hour |
| Project Technician I | \$ 54.00/Hour |
| Aquatic Engineer II | \$ 214.00/Hour |
| Aquatic Engineer I | \$ 163.00/Hour |
| Director of Marketing | \$ 200.00/Hour |
| Marketing Coordinator | \$ 145.00/Hour |
| Accounting | \$ 192.00/Hour |
| Secretarial | \$ 135.00/Hour |
| Clerical | \$ 96.00/Hour |
| Director of Interior Design | \$ 182.00/Hour |
| Interior Designer V..... | \$ 142.00/Hour |
| Interior Designer IV | \$ 119.00/Hour |
| Interior Designer III | \$ 92.00/Hour |
| Interior Designer II | \$ 79.00/Hour |
| Interior Designer I | \$ 54.00/Hour |

12. REIMBURSABLE EXPENSES

In addition to our professional services, we shall also invoice the client for our Project related Reimbursable Expenses at a 1.10 multiplier. Project related Reimbursable Expenses include such items as travel, vehicle mileage, tolls, printing, copies, photography, renderings / slides, phones & fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc..

13. CONTINGENT OPTIONAL ADDITIONAL SERVICES

Professional services excluded from, or that noted within this LOA can be provided on an hourly, or mutually agreed upon fixed fee basis by the Owner and Architect in accordance with the rate table herein. Upon the Owner’s request and approval of the same, with scope and fee as established and as mutually agreed upon between the Owner and Architect, we will document the Owner’s desired Contingent Optional Additional Services.