

# MILWAUKEE COUNTY

## PROFESSIONAL SERVICE AGREEMENT

**For Entertainment Booking Services  
for Milwaukee a la Carte  
*with*  
Culture By Design, LLC d/b/a Culture x Design**



<b>Executed on:</b>	February 16, 2026	<b>Renewable:</b>	Yes, three (3) one (1)- year extension terms
<b>Expires on:</b>	December 31, 2027	<b>Renewal Due:</b>	01/01/2028
<b>Total Value:</b>	\$600,000.00	<b>Renewal Process:</b>	Yes
<b>Authority:</b>	§56.30 MCCO	<b>Board Approval:</b>	02/05/2026
<b>Issuing Dept:</b>	Milwaukee County Zoo	<b>File No.</b>	<b>XX-XXXX</b>



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## 2 PREAMBLE

This **PROFESSIONAL SERVICE Agreement** (the “**PSA**”) is dated February 16, 2026 (the “**Effective Date**”) and is between the **Zoo of Milwaukee County**, a Wisconsin municipal body corporate located at 901 N. 9<sup>th</sup> Street, (the “**County**” or “**Zoo**”) and **Culture By Design, LLC d/b/a Culture x Design**, a **limited liability company** with a primary place of business at **1413 E. Pinedale Ct., Milwaukee, WI** (the “**Contractor**”) combined to be considered the Parties to this PSA (“**Parties**”).

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

## 3 DEFINITIONS

Terms defined in the preamble and recitals of this PSA have their assigned meanings, terms defined in any Exhibits have the meanings assigned to them in the applicable Exhibit, terms defined throughout this PSA have their assigned meanings, and the following terms have the meanings assigned to them:

Term	Definition
<b>Addendum</b>	Something to be added, especially to a document; a supplement. For purposes of this PSA, an Addendum is any supplementary document to this PSA.
<b>Amendment</b>	A formal revision or addition proposed or made to a statute, constitution, pleading, order, or other instrument; specif. a change made by addition, deletion, or correction; esp. an alteration in wording. For purposes of this PSA, an Amendment is a formal revision or addition to the PSA document executed by authorized representatives of both Parties.
<b>B2Gnow</b>	A hosted software to assist in 49 CFR Part 23 & 26 compliance and reporting, maintains compliance with federal, state, and local diversity programs, communicates with certified firms and prime contractors, and protects Milwaukee County by preventing fraud. B2GNow is used by the Office of Economic Inclusion (OEI) to monitor and enforce Milwaukee County's targeted, small and Disadvantaged Business Enterprise (DBE) programs.
<b>County</b>	Milwaukee County, a Wisconsin municipal body corporate located on the shores of Lake Michigan and covering 241 square miles. It is the largest county in the State of Wisconsin with 951,448 residents and includes 19 municipalities. As a unit of local government, the County collects property taxes, constructs and maintains county highways, engages in land use planning, and maintains parks and recreational facilities. In Wisconsin, counties are also considered an arm of the state because they are required to carry out or enforce certain laws and programs.
<b>Deliverables</b>	Deliverables are any tangible or intangible items or services the Contractor is required to supply to the Purchaser/Dept Name as part of this contractual agreement. Deliverables may include products, documents, reports, software, or any other agreed-upon results that must be delivered within a specified timeframe.
<b>Exhibit</b>	A document attached to and made part of a pleading, motion, contract, or other instrument.
<b>Federal Excise Taxes</b>	Federal taxes imposed on the manufacture, sale, or use of goods, or on an occupation or activity.

<b>MCCO</b>	<p>The Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified.</p> <p>A codified version of the MCCO is available at:  <a href="https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances">https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances</a> </p>
<b>Milwaukee County Board</b>	<p>The Milwaukee County Board of Supervisors, consisting of 18 County Board Supervisors, including a chairperson. Supervisors are elected to two-year terms on a nonpartisan ballot to represent their constituents in assigned geographic areas of the County. Among other tasks, the County Board of Supervisors establishes policies and ordinances for the County, amends and adopts the annual budget, and confirms certain County Executive appointments.</p>
<b>OEI</b>	<p>The Office of Economic Inclusion, division of Milwaukee County's Department of Administrative Services (DAS) which designs, implements, monitors, and enforces Milwaukee County's targeted, small, and Disadvantaged Business Enterprise (DBE) programs.</p>
<b>Party, Parties</b>	<p>One who takes part in a transaction. For purposes of this PSA the Parties are identified in the Preamble.</p>
<b>Project</b>	<p>The Project is the combination of Services and Deliverables the Contractor will furnish the Purchaser/Dept Name under this PSA.</p>
<b>Risk</b>	<p>The Risk Management Division of the Department of Administrative Services. Risk Management oversees all lines of liability claim administration, self-insurance functions, excess insurance procurement, safety and loss prevention and ensures proper risk transfer techniques for all the county's contractual obligations.</p>
<b>Scope of Services</b>	<p>The contractual provision or exhibit which defines what the Contractor is going to do for the Purchaser/Dept Name. The Scope of Services is drafted by the Purchaser/Dept Name and negotiated between the Parties. The negotiated Scope of Services outlines the specific range, nature, and extent of services the Contractor will deliver to the Purchaser/Dept Name.</p>
<b>Services</b>	<p>The intangible commodities the Contractor will provide in the form of human effort such as labor, skill, or advice under this PSA, as further defined in this document.</p>
<b>TBE</b>	<p>A Milwaukee County Targeted Business Enterprise as defined in Chapter 42 of the Milwaukee County Code of Ordinances.</p>
<b>TBE Participation Plan</b>	<p>The Contractor's completed TBE-12 Waiver or TBE-14 Commitment form, as agreed to by the Office of Economic Inclusion.</p>
<b>Travel Expenses</b>	<p>All reasonable, business-related expenses incurred by qualified personnel during the performance of Services under this PSA, including, but not limited to, expenses for mileage, airfare, meals, hotel stays, and incidentals related to any of the foregoing, as defined by MCCO §56.05.</p>
<b>Wisconsin State Sales Taxes</b>	<p>A tax imposed on the sale of goods and services by the State of Wisconsin, measured as a percentage of their price.</p>

When a term is not defined in this Section, within the body of this PSA and any Exhibits to this PSA, the Parties shall first refer to the definitions of such terms as stated in the most current edition of [Black's Law Dictionary](#), second to the definitions as published in the [Milwaukee County Terms In Use Guide](#), third to the most current edition of the [Oxford Dictionary of English](#), and last to common-use definitions in the year of execution of the PSA.

## **4 ORDER OF PRECEDENCE; STRUCTURE**

### **4.1 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 Exhibits, Attachments, or Amendments to the PSA:

1. This Professional Service Agreement
2. Milwaukee County's Request for Proposal # RFP-2025-032
3. The Contractor's Proposal (Exhibit A)
4. The Contractor's TBE Participation Waiver (Exhibit B)
5. The Standard Insurance Requirements Form (Exhibit C)
6. Any addenda, amendments, or attachments to this PSA.

### **4.2 AGREEMENT STRUCTURE & INTERPRETATION**

Each document executed by the Parties under this PSA is subject to both the terms and conditions of the PSA and any additional terms and conditions set forth in any exhibit, addendum, attachment, or other similar document(s) incorporated by reference to the PSA which are applicable to that document. Each document must specifically reference this PSA. Specific products, services, and deliverables, delivery methods, fees, and any other terms applicable to the products, services, and deliverables provided under the applicable document shall be set forth in the document or one or more exhibits, addenda, or attachments thereto. Each document is incorporated into this PSA by reference. The Parties intend that the various agreement documents supplement one another and agree that any interpretation of the documents must avoid creating or assuming conflict between the agreement documents.

## **5 SCOPE OF SERVICES**

The Contractor shall specifically perform all services and provide all deliverables identified in Contractor's Proposal, attached as Exhibit A.

### **5.1 STAFFING**

#### **5.1.1 QUALIFICATIONS**

The 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 PSA. The Contractor shall provide, at its own expense, all personnel required in performing the services under this PSA. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.



### **5.1.2 REPLACEMENT**

The Contractor shall not replace the employees listed above without the prior approval of the County. If the successor to any of those employees cannot be mutually agreed upon, the County shall have the right to terminate this PSA upon thirty (30) days' notice. Any replacement of listed personnel shall be by persons of equal qualifications, which shall be attested to by the Contractor. The County may require the Contractor to remove and/or replace any such personnel upon fifteen (15) days' written notice to the Contractor. Without limitation to the foregoing, and when the Contractor's personnel are on the County's premises, the Contractor will immediately remove and replace any Contractor personnel if the County determines that such personnel violated, or may have violated, the County's policies or work rules, or any other rule, regulation, statute, or law. Upon the County's prior written consent, the Contractor will also replace personnel when necessary and appropriate in County's opinion. The Contractor agrees to maintain a consistent skill level among all replacement personnel, whether the Contractor or the County instigated the replacement.

### **5.1.3 SUBCONTRACTING & CONTRACTOR'S AGENTS**

The Contractor shall have a written and enforceable PSA in place with each of its subcontractors that will enable the Contractor to perform its obligations under this PSA. Agents used or supplied by the Contractor in the performance of any Services are employees or agents of the Contractor, and under no circumstances are such individuals to be considered employees of the County. The 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. The Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of the County's policies.

### **5.1.4 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.

## **6 TERM & TERMINATION**

### **6.1 TERM**

The initial term of this PSA shall be from February 16, 2026 through December 31, 2027. Thereafter, the parties may mutually agree in writing to extend this PSA for three (3) additional one (1) year renewal terms.

### **6.2 TERMINATION**

The Parties may terminate this PSA as detailed in this Section. Upon termination of this PSA for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination.

#### **6.2.1 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 manner. 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.

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#### **6.2.1.1 RIGHT TO CURE**

The breaching Party retains the right to cure any identified violations within thirty (30) days of the notice of intent to terminate. The PSA will not terminate if the breaching Party successfully cures any violations within the 30-day window. The right to cure is limited to those violations which can reasonably be cured within the stated 30-day window. Each Party retains the right to terminate the PSA immediately if the breaching Party cannot cure within the prescribed cure period, or if the breach is impossible to cure.

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#### **6.2.2 BY CONTRACTOR FOR COUNTY'S NON-PAYMENT**

Contractor may, at its option, terminate this PSA 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. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination, including any retainage.

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#### **6.2.3 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.

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#### **6.2.4 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.

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#### **6.2.5 RIGHTS & OBLIGATIONS**

The Parties shall retain any and all fully vested rights that exist on the effective date of termination. The County's liability to the 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 on the date of termination.

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### **7 COMPENSATION & PAYMENT**

#### **7.1 PRICING TERMS**

The Contractor shall perform the Services on a fixed-price basis, as indicated in this Section.

Any additional or unscheduled Services or Deliverables requested by the Purchaser/Dept Name or required to complete the Project/Services which are outside the Statement of Work must be mutually agreed upon in writing through an amendment signed by authorized representatives of both Parties and referencing this PSA.

#### **7.2 COMPENSATION**

The County shall compensate the Contractor pursuant to the terms set forth in the RFP and Proposal. Not to exceed amount for one (1) year is three hundred thousand dollars (\$300,000.00).



## **7.3 PAYMENT TERMS**

The County shall not pre-pay for Services under this PSA. Milwaukee County does not pre-pay for Services without express written agreement obtained from the Office of the Comptroller in advance of any pre-payment request. The County reserves the right to use a purchasing card to pay invoices of Two Thousand Dollars (\$2,000.00) or less.

### **7.3.1 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:

**7.3.1.1** INFOR Contract # OR Purchase Order #

**7.3.1.2** Contract Effective Date.

**7.3.1.3** The Contractor's legal business name.

**7.3.1.4** The Payee name.

**7.3.1.5** The Contractor's address.

**7.3.1.6** Invoice number and date.

**7.3.1.7** The Contractor's email and phone # for billing issues.

**7.3.1.8** An invoice line for each item or service that includes:

**7.3.1.8.1** A description of services rendered, or products delivered.

**7.3.1.8.2** Sufficient detail to support each invoice line (for example, dates of service / period covered, quantity of units provided and unit rate, or hours worked and hourly rate).

**7.3.1.8.3** Date due and amount due (in US dollars)

**7.3.1.8.4** Payment terms.

The Contractor must submit invoices to the following recipient for the County to consider the invoice received:

**Milwaukee County, c/o:**

Department Name: Milwaukee County Zoo

Contact Name & Title: Emily Salentine, Marketing & Communications Director

Department Address: 10001 W Bluemound Rd, Milwaukee, WI 53226

E-mail: [emily.salentine@milwaukeecountywi.gov](mailto:emily.salentine@milwaukeecountywi.gov)

### **7.3.2 LATE PAYMENTS**

Milwaukee County's Standard Term of Payment is Net 30 Days upon receipt of an accurate invoice from the Contractor and the County's acceptance of the corresponding services that comply with the terms of this PSA. **Invoices must be sent by mail or e-mail as indicated in [Section #7.3.1: Invoicing the County](#) to be considered received by the County.**

#### **7.3.2.1 STATE PROMPT PAY LAW EXEMPTION**

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

### **7.3.2.2 LATE FEES & CLAIMS**

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 60<sup>th</sup> day.

## **8 OWNERSHIP OF DELIVERABLES & DATA**

Upon completion of the work or upon termination of the PSA, it is understood that all completed or partially completed Deliverables, data, drawings, records, computations, survey information, and all other material that the Contractor has collected or prepared in carrying out this PSA shall be provided to and become the exclusive property of the County.

Any reports, information, or data given to or prepared or assembled by the Contractor under this PSA shall not be made available to any individual or organization by the Contractor without the prior written approval of the County. No reports or documents produced in whole or in part under this PSA shall be the subject of an application for copyright by or on behalf of the Contractor.

## **9 COMMITMENT TO EQUITY; NON-DISCRIMINATORY CONTRACTS**

As a governmental body, Milwaukee County recognizes its power to make change at a systemic level, Milwaukee County passed an ordinance (Code of Ordinances - Chapter 108, Achieving Racial & Health Equity) that commits itself to identify and address policies, practices, and power structures that, whether intentionally or unintentionally, that work in favor of white people and create barriers for Black, Indigenous and People Of Color (BIPOC). The MCCO §108 ensures racial equity is a top priority of Milwaukee County government and remains larger than any one government leader and identifies that institutionalization of racial equity in the County's mission, vision, values, and Services are of the utmost priority.

The County and Contractor acknowledge that racism has been, is, and will continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County, and that the vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin." The Contractor acknowledges that Milwaukee County has a county-wide goal to improve equitable service delivery and develop an organizational culture of equity, and that to address systemic racism affecting county residents, Milwaukee County is committed to prioritizing racial equity to address structural and institutional racism that produces disparate population health outcomes.

The Contractor represents and warrants that it will cooperate with Milwaukee County in its efforts to prioritize racial equity to address structural and institutional racism and dismantle barriers producing disparities in population health outcomes for BIPOC service recipients and Milwaukee County communities. The Contractor shall ensure its practices and Services provided align with the County's vision and demonstrate its commitment to racial equity at all levels of the contract's performance.

The Contractor acknowledges and agrees it must actively participate in the County's mission and vision, and that failure to do so may be cause for termination of this PSA.

### **9.1 TARGETED BUSINESS ENTERPRISE GOALS**

In compliance with MCCO §56.17(1d), 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.

The Contractor shall comply with all provisions imposed by or pursuant to [MCCO Chapter 42](#) regarding Targeted Business Enterprise (“TBE”) participation on Milwaukee County projects.

The parties agree that no TBE goal has been established and no goal is required under this agreement.

## **9.2 AFFIRMATIVE ACTION & EQUAL EMPLOYMENT OPPORTUNITY**

### **9.2.1 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, 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.”*

### **9.2.2 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.”*

### **9.2.3 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 PSA, the County may terminate the PSA without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the PSA, or it may permit the Contractor to complete the PSA, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

## 10 INSURANCE & INDEMNITY

### 10.1 CONTRACTOR'S INSURANCE OBLIGATIONS

The Contractor shall, at its sole expense, acquire and maintain through the course of this PSA with Milwaukee County insurance policies with minimum limits listed in the Standard Insurance Requirements Form, attached as Exhibit C.

The Contractor may obtain the listed coverages through any combination of primary and excess or umbrella liability insurance. The Contractor must acquire its insurance from carriers with a current A. M. Best rating of A X or better. The Contractor shall demonstrate compliance with the minimum limits in Exhibit C through a Certificate of Insurance or proof of self-insured retention. The Contractor shall send the County an annual copy of its Certificate of Insurance or proof of self-insured retention throughout the Term of this PSA.

Annual copies must be emailed to:

Department of Administrative Services		Department
Risk Management Division	Procurement Division	Milwaukee County Zoo
Risk Manager	Contract Manager	Emily Salentine, Marketing & Communications Director
<a href="mailto:RM@milwaukeecountywi.gov">RM@milwaukeecountywi.gov</a>	<a href="mailto:Procurement@milwaukeecountywi.gov">Procurement@milwaukeecountywi.gov</a>	<a href="mailto:emily.salentine@milwaukeecountywi.gov">emily.salentine@milwaukeecountywi.gov</a>

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 in its insurance policies regarding Services provided under this PSA without the prior written approval of the County's Risk Manager.

### 10.2 INDEMNIFICATION

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 PSA. 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.

## 11 CONFIDENTIALITY, AUDIT, & OPEN RECORDS

### 11.1 CONFIDENTIALITY

The Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this PSA on behalf of the County or their designee. The Contractor further agrees that, aside from obligations under the public records law as more fully described in this PSA and as determined in cooperation with the County, the Contractor shall maintain all materials and communications developed under or relating to this PSA as confidential and shall

disclose them only to or as directed by such individual or their designee. The 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 the Contractor to indemnify the County as provided in this PSA.

## **11.2 PUBLIC RECORDS LAW**

Both parties understand that the County is bound by the public records law, and as such, all the terms of this PSA are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* The 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 PSA, 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 PSA.

## **11.3 COUNTY RIGHTS OF ACCESS AND AUDIT**

The Contractor, 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 related to the terms and performance of the PSA for a period of up to three years following the date of last payment, the end date of this PSA, or activity under this PSA, whichever is later. Any subcontractors or other parties performing work on this PSA will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this PSA will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor 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 MCCO.

## **12 COUNTY POLICIES & PROHIBITED PRACTICES**

### **12.1 CONFLICTS OF INTEREST**

During the period of this PSA, 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.

### **12.2 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.



## **12.3 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.

## **12.4 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:

- 12.4.1** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 12.4.2** Have not, within a three-year period preceding the date of execution of this PSA, 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;
- 12.4.3** Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in 12.4.2, above; and
- 12.4.4** Have not, within a three-year period preceding the date of execution of this PSA, had one or more public or governmental transactions terminated for cause or for default.

## **12.5 SAFETY AND SECURITY POLICIES**

Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this PSA 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.

## **12.6 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 PSA 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:

- 12.6.1** If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or
- 12.6.2** As a consequence of an accident caused by or involving the Contractor's employee on County's premises during the performance of this PSA 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. The Contractor shall address any positive results and handle accordingly. The Contractor's employee will not be permitted to perform the Services if a positive result of the drug screen is determined.



## 13 NOTICES

All notices with respect to this PSA shall be in writing. Writing shall include electronic documents as further identified in [Section #14.2: Electronic Documents Considered Writing](#). Except as otherwise expressly provided in this PSA, 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:		To County:	
<b>Entity Name:</b>	Culture By Design, LLC d/b/a Culture x Design	<b>Department:</b>	Milwaukee County Zoo
<b>ATTN:</b>	Geraud Blanks, Managing Partner & Creative Director	<b>ATTN:</b>	Emily Salentine, Marketing & Communications Director
<b>Address:</b>	1413 E. Pinedale Ct., Milwaukee, WI 53211	<b>Address:</b>	10001 W Bluemound Rd, Milwaukee, WI 53226
<b>E-mail:</b>	geraud@culturexdesign.com	<b>E-mail:</b>	emily.salentine@milwaukeecountywi.gov
<i>with a copy to:</i>		<i>with a copy to:</i>	
		Milwaukee County Corporation Counsel 901 N. 9 <sup>th</sup> Street, Room 303 Milwaukee, WI 53233 <a href="mailto:Scott.Brown@milwaukeecountywi.gov">Scott.Brown@milwaukeecountywi.gov</a>  <i>and</i> Milwaukee County Department of Administrative Services <i>Procurement Division</i> 600 N. Plankinton Ave., Milwaukee, WI 53203 <a href="mailto:Procurement@milwaukeecountywi.gov">Procurement@milwaukeecountywi.gov</a>	

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

## 14 MISCELLANEOUS PROVISIONS

### 14.1 INDEPENDENT CONTRACTOR

Nothing contained in this PSA shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and the Contractor or its successors or assigns. In executing this PSA, and in acting in compliance with its terms and conditions, the Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required of it under this PSA. Nothing contained in this PSA shall give the Contractor any authority to supervise, manage, and/or direct employees of the County.

## **14.2 ELECTRONIC DOCUMENTS CONSIDERED WRITING**

Any document properly transmitted by computer access will be considered a “writing” delivered in connection with this PSA. 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.

## **14.3 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.

## **14.4 CHOICE OF LAW**

This PSA 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.

## **14.5 ASSIGNMENT LIMITATION**

This PSA 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.

## **14.6 SEVERABILITY**

If any part of this PSA is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this PSA, unless the agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

## **14.7 MODIFICATION AND WAIVER**

This PSA 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 PSA, is contrary to, or conflicts with this PSA, the terms of this PSA 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 PSA. 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 PSA.

## **14.8 ENTIRE AGREEMENT**

This PSA and all documents incorporated by reference to this PSA 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.



## 14.9 AUTHORIZATION

The County has executed this PSA pursuant to action taken by its Board of Supervisors on February 5, 2026, Resolution File No. [Insert Resolution File #].

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