

**MUNICIPAL EXECUTIVE SEARCH SERVICES AGREEMENT**

This Services Agreement is entered into as of this \_\_\_\_ day of March 2026 by and between PUBLIC ADMINISTRATION ASSOCIATES, LLC, "PAA", and CITY OF DODGEVILLE, "City".

Whereas the City needs assistance with professional recruitment and selection of City employees (City Administrator), and

Whereas, PAA has expertise in professional recruitment and selection of municipal administrators;

Therefore, the parties agree as follows:

1. **Services.** At the City's request, PAA will provide those services listed under the process outlined in PAA's Proposal to the City dated January 9, 2026, and included as Exhibit A to this Agreement.

2. **Term.** PAA anticipates that this recruitment/selection process will take approximately ninety (90) days. The City shall have the right to terminate this Agreement in the event a suitable candidate has not been hired by the City within 90 days after execution of this Agreement. In the event of such termination, PAA shall be entitled to compensation for services performed in an amount equal to ½ of the remaining balance then due under this Agreement.

3. **Payment.** For these services, the city will pay PAA \$15,750 as follows:

- A. One-Third (\$5,750) at the execution of this agreement.
- B. One-Third (\$5,750) at the mid-point in the City Administrator search process (selection of semi-final candidates).
- C. One-Third (\$5,750) upon the completion of services or acceptance by the City Council of an employment agreement with the selected City Administrator.

4. **Other Direct Expenses.** In addition to the payment for the services, the City will pay PAA for any special services that may be required by the City, as enumerated in Exhibit A. PAA will submit invoices for these direct expenses incurred with the final search completion billing.

5. **Professional Conduct.** PAA will provide services to the City in a professional and businesslike manner and will comply with all Federal, State, and local laws, regulations, rules, and ordinances. PAA will at all times endeavor to uphold and preserve the City's reputation.

6. **Cooperation & Conduct.** Similarly, City and its representatives will act and communicate at all times in a professional manner, will provide their full cooperation to PAA in PAA's search on behalf of City, and will comply with all Federal, State, and local laws, regulations, rules, and ordinances, including anti-discrimination laws, regulations, rules, and ordinances.

7. **Liability Insurance.** PAA carries, and will continue to carry throughout the term of this Agreement, professional liability insurance with limits of \$1,000,000 per occurrence/\$1,000,000 aggregate.

8. **Hold Harmless & Indemnity.** City agrees to hold harmless, indemnify, and defend PAA from any and all demands, claims, causes of action, and judgments brought by candidates or third parties against PAA and/or City for City's negligent or intentional conduct resulting in damages to a candidate or third party provided, however, that the City shall not be liable for such actions to the extent they are undertaken in reliance on advice, recommendation or information provided by PAA.

Similarly, PAA agrees to hold harmless, indemnify, and defend City from any and all demands, claims, causes of action, and judgments brought by candidates or third parties against PAA and/or City for PAA's negligent or intentional conduct resulting in damages to a candidate or third party.

9. **Authorized Signatory.** The person signing this contract on behalf of City warrants and represents that she/he/they have the authority to do so.

10. **No Assignment.** Neither party may assign this contract without the written consent of the other party.

11. **Entire Agreement.** This contract contains the entire agreement between the parties and supersedes all prior discussions and negotiations between them. This contract may only be amended

by a written contract signed by both parties.

12. **Disclosure of Attorney.** PAA discloses to the City that one of PAA's partners is an attorney; however, PAA will not provide the City with legal advice. City must seek legal advice from its own counsel.

13. **Governing Law.** This agreement is governed by the laws of the State of Wisconsin.

14. **Records Retention.** PAA acknowledges that the City is a governmental entity and is subject to the provisions of the Wisconsin Public Records Law (Wis. Stats. §19.31 et seq.). Most "records" as defined by the law generated in connection with this Agreement are subject to disclosure to the public upon request. City's obligation includes records prepared and maintained by contractors. Therefore, it may be necessary for City to obtain records from PAA while this Agreement is in effect or during the required record-retention period thereafter. The following provisions shall govern the retention and provision of documents relating to work under this Agreement:

a. Provision of Records by PAA. Upon request by the City, PAA shall provide to the City any and all documents in PAA's possession or control pertaining to the work performed pursuant to this Agreement that the City's record custodian determines are subject to release under the Public Records Law and have been requested by a requester. Such records shall be provided as soon as practicable and without delay, but in no event later than ten (10) business days after the request.

b. Preservation of Records. PAA shall retain copies of all documents and other records prepared by it in connection with the work under this Agreement for a period of not less than seven (7) years. The retention obligation under this paragraph shall not apply to any record after a copy of that record has been provided to the City.

c. Indemnification. PAA agrees to indemnify the City and pay any and all costs, expenses, fees (including reasonable attorney fees), forfeitures, penalties and damages incurred by, or assessed against, the City which arise or result from a failure by PAA to timely provide any records to the City as required by par. (a), above, other than documents no longer in possession of PAA and exempted from the retention

requirement under par. (b). City agrees to indemnify and defend PAA and pay any and all costs, expenses, fees (including reasonable attorney fees), forfeitures, penalties and damages incurred by, or assessed against PAA which arise or result from the City's release of records provided by PAA under paragraph a, including, but not limited to the City's failure to: provide a record subject with notice when required, redact information protected by law, keep confidential the identities of employment applicants (with the exception of final applicants) or any cause of action by the subject of a record based on the release of the same by the City.

d. Survival. The obligations under this paragraph to produce and retain records, including the provisions for indemnity, shall survive the expiration or termination of this Agreement.

Dated this \_\_\_\_ day of March 2026.

PUBLIC ADMINISTRATION ASSOCIATES

CITY OF DODGEVILLE

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By \_\_\_\_\_