INTEGRITY INVESTIGATOR INDEPENDENT CONTRACTOR AGREEMENT

June 1, 2021

This Independent Contractor Agreement (Agreement) is entered into this <u>1st</u> day of <u>June, 2021</u> by and between <u>The Wisconsin Assembly</u> (Assembly) and Michael Sandvick, an independent contractor (Contractor), in consideration of the mutual promises made herein, as follows:

Term of Agreement

This Agreement will become effective on <u>June 1, 2021</u>, and will continue in effect until <u>September 1, 2021</u>, unless altered or extended by the Assembly with written notice to the Contractor.

Services to be Rendered by Contractor

Contractor agrees to:

- Carry out the day to day investigatory work relating to potential irregularities and/or illegalities connected to the 2020 November election in Wisconsin.
- Follow leads/allegations that have been submitted to the Assembly Committee on Campaigns and Elections, raised in the media, provided to members of the Legislature before or during the investigation, or generated through the course of this investigation.
- Collect data and evidence, interview witnesses, document findings, and share information with the other Integrity Investigators as needed.
- Conduct all work in cooperation, consultation, and coordination with the other integrity investigators.
- Collaborate with other Integrity Investigators in preparing/completing a final report related to the above related services/findings, to be submitted to the Speaker of the Assembly.
- Keep all information/findings related to the services rendered under this agreement confidential, except when working with other Integrity Investigators, the Assembly, or counsel for the Assembly (this requirement extends to any/all employees or agents of the Contractor).

Method of Performing Services

Contractor will determine the method, details, and means of performing the above-described services, including the determination of the need for and hiring assistants at the Contractor's own expense. The Assembly may not control, direct, or otherwise supervise Contractor's assistants or employees in the performance of those services.

Compensation

In consideration for the services to be performed by Contractor, the Assembly agrees to pay Contractor the sum of <u>Three Thousand Two Hundred</u> dollars (\$3,200), on a monthly basis, until the "Term of Agreement" listed above has ended.

Equipment, Supplies and Related Expenses

Contractor will supply all equipment and supplies required to perform the services under this Agreement. Contractor will also be responsible for all related expenses, including but not limited to mileage or hotel stays, required to perform the services under this Agreement.

Workers Compensation

Contractor agrees to hold harmless and indemnify the Assembly for any and all claims arising out of any injury, disability, or death of the Contractor and Contractor's employees or agents. The Contractor also agrees to provide workers' compensation insurance for Contractor's employees and agents where necessary.

Insurance

Contractor agrees to hold the Assembly free and harmless from any and all claims arising from any negligent act or omission by the Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. The Contractor should consider maintaining a policy of insurance to cover any negligent acts committed by the Contractor or Contractor's employees or agents during the performance of any duties under this Agreement.

Obligations of the Assembly

The Assembly agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

Assignment

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the Assembly or Contractor without the prior written consent of the Assembly and Contractor.

Termination of Agreement

Notwithstanding any other provision of this Agreement, either party hereto may terminate this Agreement at any time by giving written notice to the other party.

Notices

Any notices to be given hereunder by either party to the other may be made either by personal delivery or by mail. Mailed notices shall be addressed to the parties at the following addresses:

Contractor:

Michael Sandvick 4894 South Wingspan Lane Greenfield WI 53228

Assembly:

Speaker Robin Vos c/o Steve Fawcett PO BOX 8953 Madison WI 53708 <u>Dispute Resolution</u> — In the event the parties disagree to the terms or execution of the contract, the parties agree to notify the other party as soon as possible to said conflict and work in good faith to find a resolution. In the event that no resolution can be found, the parties agree that any conflict arising out of this contractual agreement is within the sole jurisdiction of the circuit or superior court of the home county of residence of the contractor.

Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor and the Assembly, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the other party.

Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Assembly, by:

D-4--