

PROFESSIONAL SERVICES AGREEMENT
MADE BY AND BETWEEN

LICHTSINN & HAENSEL, S.C.
(by Michael D. Orgeman)

AND

THE COUNTY OF MILWAUKEE
(Referred to as County)
(by William J. Domina)

In consideration of the mutual promises contained in this Agreement, Lichtsinn & Haensel, S.C., by Attorney Michael D. Orgeman, and the County, by Attorney William J. Domina, Corporation Counsel, agree that the County will pay the law firm of Lichtsinn & Haensel, S.C., no more than \$30,000 to provide legal assistance with the UWM project on the NE quadrant of the County grounds. Said services are to be provided by Attorney Orgeman to Attorney Domina.

For our internal purposes, the cost related to such legal assistance will be assigned to Agency 113, Org. Unit 1131 and Object Nos. 6106 and 8405. At such time as the fees for such professional services approach the \$30,000 amount, the parties will discuss entering into a further extension or amendment of this Agreement. Such services should commence as soon as this Agreement is executed and continue thereafter as determined by Attorney Domina. Lichtsinn & Haensel, S.C., shall provide the County with a bill that shall include the name of the individual attorney or paralegal who performed services, the actual hours worked, the task(s) performed (e.g., research, conferences, etc.), and hourly billing rate.

Nothing contained in this contract shall constitute, or be construed to create, a partnership or joint venture between the County and Attorney Orgeman. In entering into this Agreement and in performing the acts required under the Agreement, Attorney Orgeman will be acting at all times as an independent contractor.

Attorney Orgeman also agrees to permit authorized representatives of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all records relating to the carrying out of this Agreement for a period of up to three years

after completion of the Agreement. Attorney Orgeman further understands that the matters discussed between him, Attorney Domina and other Lichtsinn & Haensel, S.C., attorneys regarding the legal services to be provided is confidential. Attorney Orgeman further agrees that he will not discuss any aspect of the subject matter of the representation with any individual other than Attorney Domina unless Attorney Domina provides authorization for such discussion.

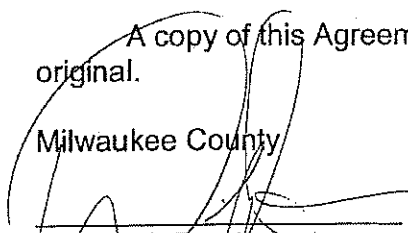
All reports, correspondence, data and other material provided, furnished, or assembled by Lichtsinn & Haensel, S.C., shall be the exclusive property of the County.

The County reserves the right to terminate this Agreement at any time by giving Attorney Orgeman three days' written notice of such termination. Upon termination, Lichtsinn & Haensel, S.C., shall cease providing legal services and shall turn over all work product to Attorney Domina.

Assignment of any portion of the work covered by this Agreement may not be subcontracted out without the prior written consent of Attorney Domina.

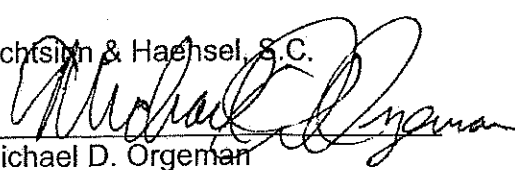
A copy of this Agreement shall be binding and regarded as if signed in the original.

Milwaukee County



William J. Domina
Milwaukee County
Corporation Counsel
Dated:

Lichtsinn & Haensel, S.C.



Michael D. Orgeman
Attorney at Law


Dated: 11/15/07

Reviewed by



Judith Litscher
Milwaukee County Risk Manager

Approved as to Ch. 42 DBE Provisions




Freida Webb
Milwaukee County Director of Community
Business Development Partners

Dated:

Dated:

Approved as to form, appropriate use of professional service contract and independent contractor status



Corporation Counsel 12-13-07 Dated

AMENDMENT TO AGREEMENT

THIS IS AN AMENDMENT to an Agreement between William J. Domina, Corporation Counsel, on behalf of Milwaukee County, and Attorney Michael D. Orgeman of the law firm of Lichtsinn & Haensel, S.C. dated November, 2007.

WHEREAS, the above parties had entered into an Agreement in November, 2007, which stated that the County would pay Orgeman and/or his associates up to \$30,000 for professional services, and

WHEREAS, the same Agreement provided that the parties were to discuss an amendment to the Agreement when the said \$30,000.00 was insufficient to compensate Orgeman and/or his associates to complete the requested professional services, and

WHEREAS, the professional services provided by Orgeman and/or his associates have not been completed, and

IT IS HEREBY AGREED, between the parties that the cap of \$30,000.00 stated in the aforementioned Agreement is hereby amended to indicate a not-to-exceed amount of \$49,500. For our internal purposes, the costs related to these professional services will be assigned to Agency 580, Org. Unit 5804 and Object No. 6149.

MILWAUKEE COUNTY

By: 

WILLIAM J. DOMINA
Corporation Counsel

Dated: 12/22/09

LICHTSINN & HAENSEL, S.C.

By: 

MICHAEL D. ORGEMAN

Dated: 12/22/09