

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made effective the 7<sup>th</sup> day of August, 2015 by and between Cullen Weston Pines & Bach LLP, having its offices at 122 W Washington Ave # 900, Madison WI 53703-2718 (hereinafter “Contractor”), and Milwaukee County (hereinafter referred to as “County”), as represented by Chairman Theo Lipscomb Sr. of the Milwaukee County Board of Supervisors in his role as County Board Chair and as the head of an administrative department of the County.

1. In consideration of the mutual promises contained in this agreement, and subject to amendment by mutual agreement of the parties, County will pay Contractor no more than \$99,000 to serve as legal counsel for the County Board to provide advice on matters as brought forth by the County Board Chair for which the Milwaukee County Office of Corporation Counsel, due to conflicts or otherwise, is unable to provide advice to the County Board. For the County’s internal purposes, the costs related to such legal advice will be assigned to Agency 194, Org Unit 1961 Object 6149 (Litigation Reserve).

2. Contractor will notify County at such time as the fees for professional services reach \$75,000 and Contractor and County will discuss whether further extension or amendment of this agreement is advisable or possible or whether work under this agreement needs to be concluded within the originally agreed sum.

3. Contractor shall commence services on August 7, 2015 and continue thereafter as determined by the County Board Chair or designee of the County Board Chair.

4. Contractor and County agree that Contractor's services will be provided primarily by Lester A. Pines, at his discounted rate of \$300 per hour and Susan M. Crawford at her hourly rate of \$300. Contractor understands and agrees that its oral and written communications with County regarding the legal services provided on behalf of the County are confidential. In addition, Contractor understands and agrees that no aspect of Contractor's representation may be communicated with any individual other than the County Board Chair or an individual designated by the County Board Chair, unless Contractor receives prior authorization for such communication from the County Board Chair. Contractor agrees to work only upon direction from the County Board Chair or written designee of the County Board Chair, and no other. Communications from any others to Contractor requesting legal advice or legal work will be referred to the County Board Chair.

5. All reports, correspondence, data and other material provided furnished, or assembled by Contractor for the purpose of legal representation of the County shall be the exclusive property of the County, as represented by the County Board Chair. No portion of the work covered by this Agreement may be assigned or subcontracted out without the prior written consent of County.

6. Contractor shall provide the Office of Corporation Counsel (copy to the County Board Chair) with a monthly invoice which includes the actual hours worked and by whom, the task(s) performed, and any out-of-pocket expenses as may be authorized in advance by County. Any work description that would disclose confidential matters shall be redacted from the invoice copy sent to Corporation Counsel.

7. Contractor's engagement letter is attached to this Agreement as Exhibit A and is incorporated herein. If there is a conflict between this Agreement and Exhibit A, this Agreement controls. Otherwise, the two documents are to be read in concert as part of one agreement.

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

9. Contractor 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.

10. The County reserves the right to terminate this Agreement at any time by giving Contractor written notice of such termination from the County Board Chair. If Contractor has appeared in Court on behalf of the County, Contractor will file a request to withdraw from such representation (or file a notice of substitution of counsel, as appropriate) with the Court. The Agreement shall terminate upon approval of the Court of the Contractor's withdrawal from representing the County. Upon termination, Contractor shall cease providing legal services and shall turn over all work product to County Board Chair. County remains obligated for the cost of legal services provided by Contractor before termination.

11. During the period of this Agreement, Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of Contractor, has a conflict of interest as defined in the Milwaukee County Code of Ethics.

12. Contractor hereby attests that it is familiar with, and agrees to abide by Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

13. Per Wisconsin Supreme Court Rule, the Contractor shall carry professional liability insurance providing for at least \$10.0 million in combined indemnity and defense cost coverage per claim, with at least \$10.0 million aggregate combined indemnity and defense cost coverage amount per period. Contractor shall indemnify Milwaukee County against any and all unemployment, worker compensation or other workplace claims by Contractor's employees.

14. The Contractor shall comply with Milwaukee County Ordinance Chapter 42, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged business enterprise (DBE) on professional service contracts. However, due to the unique nature of the services provided under this contract, no specific DBE goal applies to this contract. Contractor shall make reasonable efforts to provide DBE's with opportunities to participate in this project.

15. In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, 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.

Contractor will post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

16. A copy of this Agreement shall be binding and regarded as if signed in the original. Notices to Milwaukee County provided for in this Agreement shall be sufficient if sent by mail, postage prepaid, addressed to: Corporation Counsel, 901 North 9<sup>th</sup> Street, Room 303, Milwaukee, WI 53233, and notices to Contractor shall be sufficient if sent by mail to Attorney Lester A Pines, Cullen Weston Pines & Bach LLP, 122 W Washington Ave # 900, Madison WI 53703-2718.

17. This Agreement constitutes the entire agreement between the parties and may be amended only by a supplementary agreement subscribed by both signatories to this Agreement. This contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Lester A. Pines, Cullen Weston Pines & Bach LLP,

DocuSign Envelope ID: 90FAA46A-DB76-4E44-954F-03FE17AA1352

DocuSigned by:  
Approved: Mark A. Grady Date: 8/21/2015  
Milwaukee County Corporation Counsel (for Content)

DocuSigned by:  
Approved: Theodore A. Lipscomb, Sr. Date: 8/15/2015  
Chairman, Milwaukee County Board of Supervisors

DocuSigned by:  
Approved: Rick Norris Date: 8/14/2015  
Milwaukee County Community Business Development Partners

DocuSigned by:  
Approved: [Signature] Date: 8/19/2015  
Milwaukee County Risk Management

DocuSigned by:  
Approved: [Signature] Date: 8/21/2015  
Milwaukee County Comptroller

DocuSigned by:  
Approved: [Signature] Date: 8/24/2015  
Milwaukee County Executive

DocuSigned by:  
Approved: Mark A. Grady Date: 8/26/2015  
Milwaukee County Corporation Counsel

Exhibit A

[Cullen Weston Pines & Bach LLP Engagement Letter]

**Cullen  
Weston  
Pines  
& Bach**  
*A Limited Liability  
Partnership*

*Attorneys at Law*  
122 West Washington Avenue  
Suite 900  
Madison, Wisconsin 53703  
(608) 251-0101  
(608) 251-2883 Fax  
www.cwpb.com

Attorney Lester A. Pines  
pines@cwpb.com

August 12, 2015

**VIA ELECTRONIC MAIL**

Mr. Theodore Lipscomb, Sr.  
Chairman  
Milwaukee County Board of Supervisors  
Milwaukee County Courthouse  
901 North 9<sup>th</sup> Street, Room 201  
Milwaukee, WI 53233

Re: Legal Services for Milwaukee County Board of Supervisors

Dear Chairman Lipscomb:

I am very pleased that you have asked me and my firm, Cullen Weston Pines & Bach LLP ("CWPB"), to advise you and the Milwaukee County Board of Supervisors ("the Board") regarding the nature and effect of recent legislative changes that have changed the respective powers of the Board and the Milwaukee County Executive. I very much look forward to working with you and your colleagues on this matter.

CWPB understands and agrees that the Board has not retained CWPB to represent it generally. CWPB also understands and agrees that it is the Board's intention that CWPB provide legal services in connection with this matter only and to the extent that the Board determines that it wants CWPB to engage in additional legal services on its behalf, that the Board and CWPB will enter into a separate agreement and that CWPB will provide the Board with a separate engagement letter for any such new matter.



Mr. Theodore Lipscomb, Sr.  
August 12, 2015  
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**Cullen Weston Pines & Bach LLP**

CWPB will charge the Board at the hourly rate of \$300.00 per hour for my services which represents a 25% discount from the fee that I regularly charge clients. I anticipate that my partner, Susan Crawford, will work on this matter with me at an hourly rate of \$300.00. If any other lawyer or paralegal from CWPB provides legal services in connection with the case, the Board will be billed by CWPB at the hourly rate then in effect for those lawyers or paralegals but in no instance will any hourly fee exceed \$300.00. The range of hourly rates, is as follows: Partners, \$275.00 - \$300.00; Associates, \$200.00 - \$300; Paralegals/Law Clerks, \$85.00-\$125.00.

In addition to payment for the services of CWPB's lawyers and paralegals, the Board agrees to reimburse CWPB for any out-of-pocket costs, such as postage, photocopies, long distance charges, and mileage incurred in connection with CWPB's services on this matter.

All CWPB attorneys and paralegals bill in increments of one-tenth of an hour. On a monthly basis, CWPB will provide you with an invoice containing an itemized description of the legal services performed, the time associated with those services, the consequent fees and out-of-pocket expenses. However, the description of services will be limited so that attorney-client privileged information is not disclosed. If you have any questions about any invoice, they should be directed to me.

Please contact me with any questions or concerns about the terms of this engagement. If this agreement is acceptable to the Board, as its authorized representative, kindly sign this original letter and return it to me.

Very truly yours,

CULLEN WESTON PINES & BACH LLP



Lester A. Pines

LAP:hkb

Dated: 8/15/2015

Accepted by:

DocuSigned by:

Theodore A. Lipscomb, Sr.

Theodore A. Lipscomb, Sr. on behalf of the  
Milwaukee County Board of Supervisors

## Certificate Of Completion

Envelope Number: 90FAA46ADB764E44954F03FE17AA1352  
 Status: Delivered  
 Subject: Please DocuSign these documents: Pines Professional Services Agreement Aug 2015.pdf, Pines Engage...  
 Source Envelope:  
 Document Pages: 9 Signatures: 8 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Stephanie Gulizia  
 AutoNav: Enabled 901 N 9th St  
 Envelope Stamping: Enabled Ste 301  
 Milwaukee, WI 53233  
 sgulizia@milwcnty.com  
 IP Address: 204.194.251.5

## Record Tracking

Status: Original Holder: Stephanie Gulizia Location: DocuSign  
 8/14/2015 11:22:37 AM CT sgulizia@milwcnty.com

## Signer Events

Amy Pechacek  
 amy.pechacek@milwaukeecountywi.gov  
 Director of Risk Management  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 2/25/2014 12:36:39 PM CT  
 ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

Rick Norris  
 rick.norris@milwaukeecountywi.gov  
 CBDP Director  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

Theodore A. Lipscomb, Sr.  
 theodore.lipscomb@milwaukeecountywi.gov  
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
 Accepted: 8/15/2015 1:09:53 PM CT  
 ID: 2a15bb53-d221-4c64-94b0-7d5201e25c72

Mark A Grady  
 corpcounselsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

## Signature

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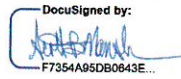
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 Signed: 8/21/2015 9:27:35 AM CT

**Signer Events**

Scott B. Manske  
 comptrollersignature@milwcnty.com  
 Comptroller  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

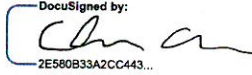
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Chris Abele  
 cabele@milwcnty.com  
 County Executive  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:



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Corporation Counsel  
 corpcounselsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/26/2015 10:18:29 AM CT

**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wisconsin Milwaukee County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [plee@milwcnty.com](mailto:plee@milwcnty.com)

**To advise Wisconsin Milwaukee County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Wisconsin Milwaukee County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Wisconsin Milwaukee County**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.