

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is effective this 22<sup>nd</sup> day of December, 2014 by and between Stafford Rosenbaum LLP, 222 West Washington Avenue, Suite 900, P.O. Box 1784, Madison, WI 53701-1784 (hereinafter "Contractor"), and the Milwaukee County Office of Government Affairs, by Eric Peterson, Director (hereinafter "County"). In consideration of the mutual promises contained in this agreement, County will pay Contractor no more than Sixty-two Thousand Dollars (\$62,000) to provide the following services through December 31, 2015:

- Lobbying services representing the interests of, and reporting to, the Milwaukee County Board of Supervisors.
- Serving as staff to the Intergovernmental Relations Committee of the Milwaukee County Board of Supervisors, including attendance at meetings of the Committee.

Services are to be provided in person in the Milwaukee County Courthouse at least two days per week.

At such time as the fees for such professional services approach Sixty Thousand Dollars (\$60,000), Contractor and County will discuss entering into a further extension or amendment of this Agreement, as the parties may desire.

Contractor shall commence services on December 22, 2014 and continue thereafter as determined by the County for the term of this Agreement. Contractor and County agree that services will be provided primarily by Elizabeth Stephens or persons acting under her direction and supervision, unless otherwise agreed to in writing by Contractor and the County.

It is understood that the persons performing services under this Agreement are not lawyers or, if they are, they are not providing legal services nor providing legal advice.

Services under this Agreement will be provided for a monthly retainer of Five Thousand, Dollars (\$5,000.00). The retainer will apply per calendar month. If the initial month covered by this Agreement is less than a full calendar month, the retainer will be pro-rated.

Each month Contractor shall provide County with a bill which includes the name of the individual who performed services, other reasonable information as requested by the County, and any out-of-pocket expenses as may be authorized in advance by the County.

Out-of-pocket expenses shall not exceed \$500 per month without prior written authorization of the County. Any expenses incurred by the Contractor in performance of the duties provided in person at least two days of the week in the Milwaukee County Courthouse shall not be reimbursed by the County.

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.

Contractor shall indemnify Milwaukee County for, and hold it harmless from all liability claims and demands on account of injuries, loss or damage of any kind whatsoever, including worker's compensation claims, which arise out of, or are in any manner connected with the performance of the Agreement, based on injury or damage being caused by negligence or other fault of the Contractor, its subcontractors, if any, or the agents or employees of either. Contractor shall, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all reasonable charges of attorneys and other costs and expenses arising from any such liability, damage, loss, claims, demands and actions.

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. Contractor further understands that oral and written communication with the Milwaukee County Board of Supervisors or the Chairperson of the Milwaukee County Board of Supervisors, or their designees, regarding the services provided under this Agreement are confidential and Contractor shall not disclose written communication except as required by law. No aspect of Contractor's representation may be discussed with any individual other than the Milwaukee County Board of Supervisors or the Chairperson of the Milwaukee County Board of Supervisors, or their designees, unless Contractor receives prior written authorization for such discussion or except as required by law.

All reports, correspondence, data and other material provided furnished, or assembled by Contractor for the purpose of providing services under this Agreement shall be the exclusive property of the County. No portion of the work covered by this Agreement may be assigned or subcontracted out without the prior written consent of the County.

This Agreement may be terminated by either party at any time upon five (5) days written notice of such termination issued by the Chairperson of the Milwaukee County Board of Supervisors or Contractor. Upon termination, Contractor shall cease providing services and shall turn over all work product to the Milwaukee County Board of Supervisors.

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, unless the County has waived such conflict. Milwaukee County acknowledges and consents to Contractor's representation and provision of

legal services to the Milwaukee Kickers (the "Kickers"). The County knowingly and voluntarily consents to Contractor's concurrent representation of the Kickers despite any current or future conflicts of interest that may arise between Kickers and Milwaukee County. Milwaukee County further acknowledges and consents to the continuing service of a partner of Contractor on the Board of Directors of Friends of Boerner Botanical Gardens ("Boerner") or in other capacities with Boerner despite any conflicting or adverse positions or interest that the County and Boerner may hold now or in the future. Upon Contractor's reasonable request, Milwaukee County agrees to execute any additional written consents related to Contractor's representation of the Kickers.

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."

#### **Insurance**

Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Upon request, acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Agreement.

Upon request, contractor shall provide evidence of the following coverages and minimum amounts.

It is understood and agreed that Contractor shall obtain information on the professional liability coverages of all sub-consultants and/or subcontractors in the same form as specified above for review of the County.

<b>TYPE</b>	<b>MINIMUM LIMITS</b>
Wisconsin Workers' Compensation	Statutory (waiver of subrogation for Workers Comp by Endorsement)
Professional Liability:      Errors & Omissions	\$1,000,000 per occurrence

The insurance specified above shall be placed with at least A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this Agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this Agreement.

#### **Additional Items**

In its performance under this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation or handicap. Contractor affirms it is committed to reasonably investing in and maintaining a diverse workforce of qualified individuals through recruitment and development activity.

County agrees to sign a standard form of engagement letter provided by Contractor should Contractor desire; however, to the extent any term of the engagement letter conflict with this Agreement, this Agreement will control.

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

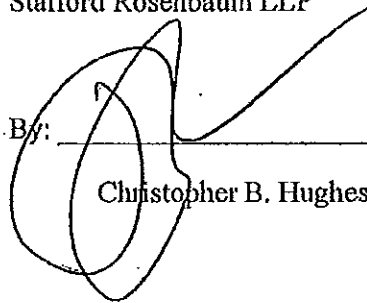
Notices to Milwaukee County provided for in this Agreement shall be sufficient if sent by mail, postage prepaid, addressed to: Paul Bargren, Corporation Counsel, Milwaukee County Courthouse, 901 North 9<sup>th</sup> Street, Room 303, Milwaukee, WI 53233, and notices to Contractor shall be sufficient if sent by mail to: Managing Partner, Stafford Rosenbaum LLP, 222 West Washington Avenue, Suite 900, P.O. Box 1784, Madison, WI 53701-1784.

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.


[Signature pages follow]

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

Stafford Rosenbaum LLP

By:  \_\_\_\_\_ Date: 12/19/14  
Christopher B. Hughes, Managing Partner

Milwaukee County Office of Government Affairs

By:  \_\_\_\_\_ Date: 12/19/14  
Eric Peterson, Director

*Approved with regards to County Ordinance Chapter 42:*

By: Rick Narris Date: 12/19/2014

Community Business Development Partners

*Reviewed by:*

*Approved for execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_

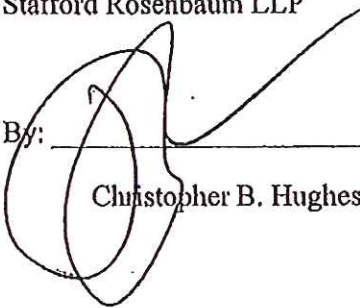
By: \_\_\_\_\_ Date: \_\_\_\_\_

Risk Management


Corporation Counsel

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

Stafford Rosenbaum LLP

By:  Date: 12/19/14  
Christopher B. Hughes, Managing Partner

Milwaukee County Office of Government Affairs

By:  Date: 12/19/14  
Eric Peterson, Director

*Approved with regards to County Ordinance Chapter 42:*


By: \_\_\_\_\_ Date: \_\_\_\_\_

Community Business Development Partners

*Reviewed by:*

*Approved for execution:*


By:  Date: 12/19/14  
Risk Management


By:  Date: 12/19/14  
Corporation Counsel



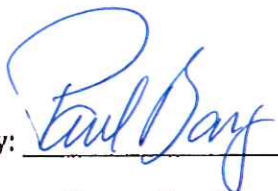
Approved:

Approved:

By:  Date: 12/19/2014  
Comptroller

By:  Date: 12/22/14  
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By:  Date: 12/19/14  
Corporation Counsel