

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 7th day of March, 2014 by and between the Law Office of Attorney Michael A.L. Whitcomb having offices at Suite 510, 633 W. Wisconsin Avenue, Milwaukee, WI 53203 (hereinafter "Contractor"), and Sheriff David A. Clarke Jr., of Milwaukee County, (hereinafter referred to as "County"). In consideration of the mutual promises contained in this agreement, County will pay Contractor no more than \$50,000.00 to serve as legal counsel for Sheriff David A. Clarke, Jr. in the matter of a declaration of the authority for establishing a budget for the Office of the Sheriff of Milwaukee County for the Sheriff to adequately staff his agency in order to maintain and perform all constitutional and statutory duties and responsibilities required as the elected Sheriff of Milwaukee County. At such time as the fees for such professional services approach the \$50,000.00 amount, Contractor and County will discuss entering into a further extension or amendment of this agreement. Contractor has commenced services and will continue thereafter as determined by Sheriff David A. Clarke, Jr., in his capacity as Sheriff of Milwaukee County.

Contractor and County agree that services will be provided as provided in the attached Memorandum of Agreement dated March 24, 2014, and executed on March 26, 2014, incorporated herein by this reference. Contractor shall provide the County with a monthly bill which includes the name of the individual attorney or paralegal who performed services, the actual hours worked, the task(s) performed, and any out-of-pocket expenses as may be authorized in advance by the Milwaukee County Sheriff.

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 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 Sheriff David A. Clarke, Jr. regarding the legal services provided on behalf of the County are confidential. No aspect of Contractor's representation may be discussed with any individual other than Sheriff David A. Clarke, Jr., or an individual designated by Sheriff David A. Clarke, Jr., unless Contractor received prior written authorization for such discussion.

All reports, correspondence, data and other material provided furnished, or assembled by Contractor for the purpose of legal representation of Sheriff David A. Clarke, Jr. shall be the exclusive property of Sheriff David A. Clarke, Jr. No portion of the work covered by this

Agreement may be assigned or subcontracted out without the prior written consent of the Sheriff David A. Clarke, Jr.

Sheriff David A. Clarke, Jr. reserves the right to terminate this Agreement at any time by giving Contractor five (5) days prior written notice of such termination. Upon termination, Contractor shall cease providing legal services and shall turn over all work product to Sheriff David A. Clarke, Jr. upon request. 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.

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."

Indemnity

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless the County, its agents, officers and employees, from and against all liability, including, but not limited to, costs and attorney's fees, all claims and causes of actions by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agent which may arise out of or are connected with any of the activities covered by this Contract.

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

Worker's 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. A Certificate of Liability Insurance for such coverages is attached hereto.

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.

TYPE OF COVERAGE	MINIMUM LIMITS
Wisconsin Workers' Compensation	Statutory (Waiver of Subrogation for Workers Comp by Endorsement)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial Or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Professional Liability	
Errors & Omissions	\$1,000,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin Requirements

Milwaukee County, as its interest appear, shall be named as an additional insured for general automobile, as respects the services provided in this Contract. Disclosure must be made of any non standard or restrictive additional endorsement, and any use of non standard or restrictive additional insured endorsement will not be acceptable, a thirty (30) day written notice of cancellation, nonrenewal, or material change shall be afforded to the County.

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.

All terms and conditions are in effect as contained in the attached Memorandum of Agreement dated March 24, 2014, and executed on March 26, 2014.

A copy of this Agreement shall be binding and regarded as if signed in the original. Notices to County provided for in this Agreement shall be sufficient if sent by mail, postage prepaid, addressed to: Sheriff David A. Czarka, Jr., 821 W. State Street, Milwaukee, WI 53233-1488, and notices to Contractor shall be sufficient if sent by mail to Law Offices of Michael A.L. Whitcomb, Suite 510, 633 W. Wisconsin Avenue, Milwaukee, WI 53203.

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.

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

Sheriff David A. Clarke, Jr.

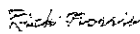
Contractor

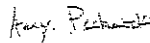

Sheriff, Milwaukee County


Michael A.L. Whitcomb, Attorney at Law

Approved with regards to Chapter 42
County General Ordinances:

Reviewed by Risk Management

Designated by

Rick Norris

Designated by

Amy Pecinacek

Rick Norris
Director, CBDG

Amy Pecinacek
Director, Risk Management

Dated: _____

Dated: _____

Approved as to execution

DocuSigned by:
Mark A Grady
By: _____ Date: 4/29/2015

Paul Bargren, Corporation Counsel or Designee

Approved as determining that necessary funds exist in compliance with State Statute 59.255 (2) (e)

DocuSigned by:
Scott Manske
By: _____ Date: 5/4/2015

Scott Manske, Comptroller

Approved in accordance with State Statute 59.17 (2) (b) 4

DocuSigned by:
Chris Abele
By: _____ Date: 5/4/2015

Chris Abele, County Executive

Chris Approved as being compliant with State Statute Section 59.42 (2) (b) 5

DocuSigned by:
Mark A Grady
By: _____ Date: 5/13/2015

Paul Bargren, Corporation Counsel or Designee



County of Milwaukee
Office of the Sheriff

David A. Clarke Jr.
Sheriff

March 24, 2014

MEMORANDUM OF AGREEMENT
Contract for Legal Services

Between the Milwaukee County Sheriff's Office
(Hereafter referred to as "the county")
and
The Law Office of Attorney Michael A.I. Whitcomb
(hereafter referred to as "the office")

TERMS

The Law Office of Attorney Michael A.I. Whitcomb will represent Sheriff David A. Clarke, Jr. in connection with the resistance to the Sheriff being able and allowed to adequately staff his agency in order to maintain and perform all constitutional duties and responsibilities required as an elected official of Milwaukee County.

The office will provide the most cost-effective and prompt delivery of services reasonably possible, and it may coordinate its services with those of other professional firms, such as accountants, investigators or appraisers, or may assist the county in retaining experts, arbitrators, mediators or others, if needed to resolve this matter. Such additional services will only be arranged with prior approval. The office will advise the county regarding the cost for these services and arrange to have the county pay for them directly or to advance the fees for them through the office's Trust Account.

The county is responsible to communicate decisions about the handling of county matters with reasonable promptness to the office after the office has explained the material risks related to them and alternatives available to the county. The decision to settle or compromise claims is, and will remain the county's alone.

While the office cannot promise to achieve specific results, they will act with diligence to handle matter(s) to the best of its professional abilities. Should the county have any questions or concerns about the cost, quality, time, staffing or other aspects of services provided, the county agrees to promptly contact the office, and use mutual efforts to reach an acceptable resolution.

Service to the Community Since 1835

621 West State Street • Milwaukee, Wisconsin 53233-1488
414-278-4766 • <http://www.mkesheriff.org>

INITIAL GOOD FAITH ESTIMATE OF COSTS

Fees of the office for legal services are measured in increments of five minutes multiplied by the hourly billing rate of \$325.00. The hourly fee for legal services provided by Michael J. Whitcomb is \$200.00. The following factors have been considered in determining the fees:

- (a) The time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly.
- (b) The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer.
- (c) The fee customarily charged in the locality for similar legal services.
- (d) The amount involved and the results obtained.
- (e) The time limitations imposed by the client or by the circumstances.
- (f) The nature and length of the professional relationship with the client.
- (g) The experience, reputation and ability of the lawyer or lawyers performing the services.
- (h) Whether the fee is fixed or contingent.

In addition to these fees, the office will also charge for expenses incurred to complete its services. These include, but may not be limited to charges of third parties, such a filing and service of process fees; long distance telephone charges; postage and delivery charges; deposition transcript, title report and other document fees; and extraordinary travel costs. The office reserves the right to make periodic adjustment to its rates for fees and expenses upon written notice to the county.

The office will invoice regularly, at least monthly, unless another invoicing frequency is agreed to in writing in advance of services being performed. Payments are due within twenty (20) days of the date of the invoice(s). Alternative payment terms may be arranged on a case-by-case basis, but only upon written agreement. Invoices are due regardless of the status or outcome of the matters the office is handling for the county. If payment of fees or expenses is past due, the county will be responsible for the payment of interest at 1.5% per month on the outstanding balance then due to the office, compounded annually, and for all costs and fees needed for collection, including the time reasonably expended by the office's attorneys in collection efforts at the above hourly rate and/or reasonable fees of others the office may employ for that purpose.

To the extent any fees or disbursement due to the office pursuant to this agreement are not paid, the county agrees to assign to the office any and all funds and property due to, or received for the county's benefit that arises out of the subject matter of this representation. The county agrees to authorize and empower the office to receive any said funds and property and to pay itself the full amount of all fees and disbursements plus interest to date from said funds and property prior to releasing any balance to the county.

Service to the Community Since 1835

821 West State Street • Milwaukee, Wisconsin 53233-1488
414-278-4766 • <http://www.makesheriff.org>

TERMINATION OF AGREEMENT

DUE TO EMERGENCY EXIGENT CIRCUMSTANCES

The Sheriff, may, at his discretion, terminate this agreement should he determine an emergency situation exists whereby the resources dedicated to the Offices of Michael A.J. Whitcomb are needed in the execution of his lawful or statutory duties.

WITHOUT CAUSE

In addition, the county has the right to terminate services at any time, and the office will promptly cease its representation of the county upon written notice to the office. The county will be responsible to pay for the services and expenses incurred up to the time the office receives notice.

The office will have the same right to stop providing its services should the county fail to cooperate with the office as the county's counsel or fail to timely pay for services and/or expenses after reasonable warning that the office will withdraw because of one or more of the county's unfulfilled obligations.

The office must also stop providing its services if further representation by the office would not comply with the ethics rules by which the office is bound, in either case, the county will be responsible for payment of services and expenses incurred up to the time the office gives the county notice, together with those reasonably necessary to transfer the county's files to successor counsel.

Upon termination, the office will provide the county with the final accounting and refund of any unearned advanced fee. The county is hereby notified that they may file a claim with the Wisconsin Lawyers' Fund for Client Protection in the event the office fails to provide such a refund.

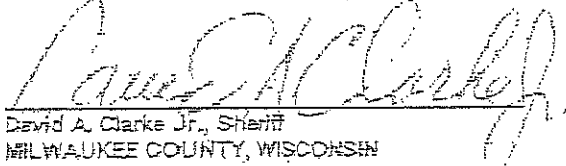
EFFECTIVE AGREEMENT

Upon execution by both parties, this Memorandum of Agreement shall be effective immediately effective, until completion of the issue or termination as outlined above.

APPLICABLE LAW

The laws of the State of Wisconsin shall govern this Agreement.

MILWAUKEE COUNTY SHERIFF

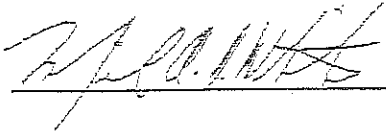

David A. Clarke Jr., Sheriff
MILWAUKEE COUNTY, WISCONSIN

04/24/14
Date

Service to the Community Since 1835

821 West State Street • Milwaukee, Wisconsin 53233-1488
414-278-4766 • <http://www.mkesheriff.org>

The Law Office of Michael A.I. Whitcomb:



3-26-14
Date

Remit Payment to:

The Law Offices of Michael A.I. Whitcomb
Suite 510
633 West Wisconsin Avenue
Milwaukee, WI 53203
EIN is 39-1848557
State Bar No. 1016561

Service to the Community Since 1835

821 West State Street • Milwaukee, Wisconsin 53233-1488
414-278-4766 • <http://www.mkesheriff.org>

Certificate of Completion

Envelope Number: E9DD68EAM1054FA7818D94F8C1253F88

Status: Completed

Subject: Please DocuSign this document [42414 AttyWhitcombStaffingContract-For Sig.pdf]

Source Envelope:

Document Pages: 14

Signatures: 4

Envelope Originator:

Certificate Pages: 2

Initials: 0

Howard Felix

AutoNav: Enabled

901 N 9th St

Envelope Stamping: Enabled

Ste 301

Milwaukee, WI 53233

howard.felix@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Howard Felix

Location: DocuSign

4/23/2015 2:47:45 PM CT

howard.felix@milwaukeecountywi.gov

Signer Events

Mark A Grady

corp.counsel@milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered ID:

Signature

DocuSigned by:

Mark A Grady

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Timestamp

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Scott B. Manske

comptrollersignature@milwcnty.com

Comptroller

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered ID:

DocuSigned by:

Scott B Manske

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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:

DocuSigned by:

Chris Abele

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Mark A Grady

corp.counsel@milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered ID:

DocuSigned by:

Mark A Grady

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