

**SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Margaret Daun, Milwaukee County Corporation Counsel; Ismael Bonilla, Airport Director, General Mitchell International Airport; and Anderson & Kreiger LLP, hereinafter called "Consultant," having their offices at 50 Milk Street, 21<sup>st</sup> Floor, Boston, MA 02109.

**I. SCOPE OF SERVICES**

Consultant will act and serve as Special Counsel to assist Milwaukee County and General Mitchell International Airport in matters related to the drafting and negotiation of a fuel consortium agreement for facilities located at General Mitchell International Airport.

**II. STAFFING**

Consultant shall not replace any positions authorized by the County Board of Supervisors but will provide expert counsel and assistance temporarily to Corporation Counsel.

**III. SUPPORT TO BE PROVIDED BY COUNTY**

Corporation Counsel hereby agrees to make available Timothy R. Karaskiewicz for consultation and involvement in the above legal representation and, further, Milwaukee County will provide any airport personnel for consultation.

**IV. DATES OF PERFORMANCE**

Consultant may begin work upon full execution of this contract, and continue thereafter until the assignment is completed by action of Corporation Counsel. Consultant is free to accept other legal clients but cannot provide legal counsel services if such are in conflict or are incompatible with Milwaukee County's interests and objectives or give rise to a conflict of interest.

**V. COMPENSATION**

Consultant shall be compensated for work performed on an hourly basis at the scheduled rates as indicated hereafter.

William L. Lahey	\$425.00 per hour
Scott P. Lewis	\$495.00 per hour
David L. Wiener	\$375.00 per hour
Timothy J. Roskelley	\$275.00 per hour
Mina S. Makarious	\$250.00 per hour
Katelyn M. Smith	\$125.00 per hour

The fees paid hereunder shall not exceed the sum of \$45,000.00. Any travel or other expenses must be authorized by Corporation Counsel in advance and payment shall be made upon furnishing of the proper billings.

Any authorization for the expenditure of fees in excess of \$45,000.00 must be approved by the Milwaukee County Board of Supervisors.

**VI. BILLING**

Consultant shall provide the County with monthly billings, which shall include the following:

1. Name of the individual attorney or paralegal performing the service;
2. Actual hours worked;
3. Tasks performed (e.g. research, conferences, etc.);
4. Hourly billing rate;
5. Any out of pocket expenses as may be authorized by the Corporation Counsel in advance.

**VII. PROFESSIONAL ADVICE**

Consultant shall furnish Corporation Counsel oral or written reports on strategy and advice as requested by the Director, or the Corporation Counsel or her designee.

**VIII. OWNERSHIP OF DATA**

All reports, correspondence, data and other material provided, furnished or assembled by the Consultant shall be the exclusive property of the County and the Corporation Counsel.

**IX. AUDIT AND INSPECTION OF RECORDS**

Consultant shall at all times permit Corporation Counsel to inspect and audit the data and records assembled by Consultant in performance of the Consultant's services.

**X. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS**

In the performance of work under this Agreement, Consultant shall not discriminate against any 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. Consultant will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the nondiscriminatory clause.

Consultant agrees to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Exhibit I and made a part of this Agreement. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of Consultant's work force, where these groups may have been previously under-utilized and under-represented. Consultant also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the nondiscrimination, equal opportunity or affirmative action provisions of this section has been

determined by the County, Consultant shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Consultant, further violations of this section are committed during the term of the Agreement, County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Consultant for use in completing the Agreement, or it may permit Consultant to complete the Agreement, but in either event, Consultant shall be ineligible to bid on any future agreements let by County.

**XI. INDEMNITY & INSURANCE**

Consultant shall indemnify County for and hold it harmless from all liability claims and demands on account of personal injuries, property 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 Consultant, its subcontractors, if any, or the agents or employees of either. Consultant 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.

**XII. TERMINATION OF AGREEMENT**

Corporation Counsel reserves the right to terminate this Agreement at any time by giving Consultant three days' written notice of such termination. Upon termination date the Consultant shall cease activities hereunder and shall be paid for all services through the date of termination. At such time the Consultant shall turn over all work product to the Corporation Counsel.

**XIII. INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Consultant or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Consultant is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

**XIV. SUBCONTRACTS**

Assignment of any portion of the work by subcontract must have the prior written approval of Corporation Counsel. Milwaukee County approves the subcontracting of a portion of the work under this agreement to James H. Hall, Jr.

**XV. ASSIGNMENT LIMITATION**

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

**XVI. PROHIBITED PRACTICES**

- A. Consultant during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Consultant, has a conflict of interest.
- B. Consultant hereby attests that it is familiar with 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, and no 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."

**XVII. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties, is not subject to amendment by parole or course of

dealing or practice, and may be amended only by a supplementary agreement or letter form change order subscribed by both signatories to this Agreement.

**XVIII. NOTICES**

Notices to County provided for in this Agreement shall be sufficient if sent by mail, postage prepaid, addressed to:

Timothy R. Karaskiewicz  
Airport Counsel  
General Mitchell International Airport  
5300 South Howell Ave.  
Milwaukee, WI 53207

Notices to Consultant shall be sufficient if sent by mail addressed to:

David S. Mackey  
Managing Partner  
Anderson & Kreiger LLP  
50 Milk Street, 21<sup>st</sup> Floor  
Boston, MA 02109

or to such other respective addresses as the parties may designate to each other in writing from time to time.

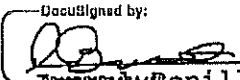
**XIX. DISADVANTAGED BUSINESS ENTERPRISE**

Contractor shall comply with the requirement, contained in Milwaukee County General Ordinances Ch. 42 for the participation of certified disadvantaged, minority and/or women business enterprise (DBEs) on professional services contracts. In accordance with this requirement, the Contractor shall ensure that DBEs have the maximum opportunity to participate in this project. The specific goal for this project is Zero percent (0%).

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

FOR MILWAUKEE COUNTY:

By \_\_\_\_\_  
Corporation Counsel

By  \_\_\_\_\_ 1/26/2017  
Patricia Bonilla  
Airport Director

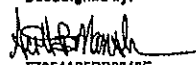
Approved as to form and  
independent contractor status  
by Corporation Counsel:

DocuSigned by:  
 1/18/2017  
C017ABE6B8B840A... Date

Approved by Community Business  
Development Partners

DocuSigned by:  
 1/31/2017  
AD4C84D40235450... Date

Approved as to funds available per  
Wisconsin Statutes Section  
59.255(2) (e):

DocuSigned by:  
 2/2/2017  
E7354A95D80643E  
Comptroller Date

FOR ANDERSON & KREIGER LLP:

By  \_\_\_\_\_  
David S. Mackey  
Managing Partner



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS

## MILWAUKEE COUNTY

## DBE Participation Recommendation/Waiver Request

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4747 or

CDBP@milwaukeeCountyWI.gov

## FUNDING SOURCE

\_\_\_ Local \_\_\_ State \_\_\_ Federal \_\_\_ Grant If Federally Funded, what percentage? \_\_\_ %  
 Federal Source of Funds: \_\_\_ FAA \_\_\_ FTA \_\_\_ DOT (Includes WisDOT) \_\_\_ Other: \_\_\_\_\_

## CONTACT INFORMATION

Contract Administrator: Timothy R. Karaskiewicz Phone: 414-747-5712 Date: 1-17-17  
 Email Address tkaraskiewicz@mtchellairport.com Fund: \_\_\_\_\_ Agency: 504 Org No. 5041

## PROJECT INFORMATION

Project Name: Anderson & Kreiger Fuel Consortium Consulting Project No.: N/A  
 Contract Scope/Project Description (attach scope/description of work or estimating sheet):  
Consultant will act and serve as special counsel to assist Milwaukee County and General Mitchell International Airport in matters related to the drafting and negotiation of a fuel consortium agreement for facilities located at GMIA.  
 Contracting Opportunities (List NAICS codes): \_\_\_\_\_

RFP/BID will be used (Yes/No) No Advertising Date: \_\_\_\_\_ Bid/Proposal Due Date: \_\_\_\_\_

## TYPE OF PROJECT

	Estimated Amount	Recommended DBE Participation
<b>Professional Services</b>	<u>\$45,000.00</u>	<u>0%</u>
<b>Construction Related</b>		
	Estimated Amount Estimated Allowance	Recommended DBE Participation
	\$ _____ \$ _____	_____ %
	\$ _____ \$ _____	_____ %

## APPROVALS

Is county board approval required? No Resolution #: \_\_\_\_\_ (attach resolution)

## WAIVER REQUEST

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.

Explanation: Legal services to provide specialized litigation support.

DocuSigned by:  
  
Ismael Bonilla, Airport Director 1/26/2017 1-17-17  
 Department/Division Administrator Name Signature Date

## CDBP USE ONLY

Concur with Recommendation x or provide the following goals: 0 %

This contract is exempt from the DBE goal: x Yes na No

DocuSigned by:  
Rick Norris 1/31/2017  
 Approved: \_\_\_\_\_ Date: \_\_\_\_\_



**CONTRACT FORM** 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

<b>Mail to:</b> Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	<b>CONTRACT TYPE</b>		
	Professional Service - Operating		
	Professional Service - Capital		
	Purchase of Service <input checked="" type="checkbox"/>		
	Preliminary	<input checked="" type="checkbox"/>	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Transportation - Airport	120	1300

**VENDOR INFORMATION**

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
			X	

NAME OF VENDOR	ADDRESS
Anderson & Kreiger LLP	50 Milk Street, 21st Floor Boston, MA 02109

TAX I.D. NO.	EFFECTIVE DATES: begin date      end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
			\$45,000	\$120,000

**ACCOUNTING INFORMATION**

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017		1300	120	1300			6106	WA225			\$45,000

**PURPOSE OF CONTRACT**

Anderson & Kreiger is assisting Milwaukee County and General Mitchell International Airport in matters related to the drafting and negotiation of a fuel consortium agreement for facilities located at MKE.

Was County Board approval received prior to contract execution or contract amendment or extension?

☐

If YES, give County Board File No. \_\_\_\_\_ Date Approved \_\_\_\_\_

☐

If NO, why is County Board approval not required? \_\_\_\_\_

Was Contract **fully** executed prior to work being performed (all signatures received)?

☐ YES ☐ NO

Is Vendor a certified professional service DBE?

☐ YES ☒ NO

Karen Freiberg

02/09/17

Prepared By

Date

Deputy Airport Director - Finance

Title



02/15/17

Signature of County Administrator

Date

Airport Director

Title