

## AGREEMENT

THIS AGREEMENT, made this 2nd day of February, 2012,  
by and between Kimberly R. Walker, Corporation Counsel for  
Milwaukee County; C. Barry Bateman, Airport Director, General  
Mitchell International Airport; and Anderson & Kreiger LLP,  
hereinafter called "Consultant," having their offices at One  
Canal Park, Suite 200, Cambridge, MA 02141.

### 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 the 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 the 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.

Scott P. Lewis	\$450.00 per hour
William L. Lahey	\$425.00 per hour
David L. Wiener	\$375.00 per hour
James H. Hall, Jr.	\$225.00 per hour

The fees paid hereunder shall not exceed the sum of \$75,000.00. 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 \$75,000.00 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 the 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 the 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

and notices to Consultant shall be sufficient if sent by mail to:

Scott P. Lewis  
Managing Partner  
Anderson & Kreiger LLP  
One Canal Park, Suite 200  
Cambridge, MA 02141

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

#### **XIX. DISADVANTAGED BUSINESS ENTERPRISE**

The 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 SEVENTEEN percent (17%).

**Timothy Karaskiewicz**

**From:** Scott Lewis [slewis@AndersonKreiger.com]  
**Sent:** Tuesday, November 22, 2011 11:53 AM  
**To:** Timothy Karaskiewicz  
**Subject:** RE: Message from KMBT\_600  
Consent granted to include DBE goal in the signed contract. Thank you.

**From:** Timothy Karaskiewicz [mailto:tkaraskiewicz@mitchellairport.com]  
**Sent:** Tuesday, November 22, 2011 11:58 AM  
**To:** Scott Lewis  
**Subject:** FW: Message from KMBT\_600

Scott

While preparing the contract for its last leg of signatures, I noticed that I didn't include the DBE goal for the consortium contract. We can take care of this in one of two ways: 1) I can insert the scanned paragraph above in the existing contract you signed or 2) we can start all over again and send you a new contract to sign. If No. 1 is acceptable, your return email consenting to the insertion will be attached when I return the fully executed contract to you. Sorry for the error and inconvenience.

Regards,

Timothy R. Karaskiewicz  
General Mitchell International Airport  
Office of the Milwaukee County Corporation Counsel  
t. 414.747.5712  
c. 414.397.8768  
f. 414.747.4525

**From:** copier@mitchellairport.com [mailto:copier@mitchellairport.com]  
**Sent:** Tuesday, November 22, 2011 10:29 AM  
**To:** Timothy Karaskiewicz  
**Subject:** Message from KMBT\_600

11/22/2011

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

MILWAUKEE COUNTY

By Kimberly R. Walker  
Kimberly R. Walker  
Corporation Counsel

By C. Barry Bateman  
C. Barry Bateman, Director  
General Mitchell International Airport

By Scott P. Lewis  
 Managing Partner  
 Anderson & Krueger, LLC

Approved as to form and  
independent contractor  
status by Corporation  
Council

Approved by Community Business  
Development Partners

## Risk Management

Date \_\_\_\_\_

## Nine Pro-Tune



**COUNTY OF MILWAUKEE**  
**DBE Participation Recommendation Form**  
**Professional Services**

County Contract/Project Manager: Kimberly Walker Date: 11-21-11  
Building: Courthouse Room No. 303 Phone: 414.278.4300  
Fund: \_\_\_\_\_ Agency: \_\_\_\_\_ Org No. \_\_\_\_\_ Project No. \_\_\_\_\_  
Project Name: Anderson & Kreiger Fuel Consortium Consulting

Work/Project Description (Scope): \_\_\_\_\_  
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 GMTA.

Government Funding (State, Federal)? Yes No IF Yes, Type/Dept. \_\_\_\_\_  
(State or Federal (i.e. UMTA, DOT, FAA, etc.))

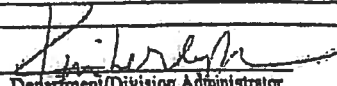
Is Project/Contract: New X Existing \_\_\_\_\_ Amendment \_\_\_\_\_ Continuing \_\_\_\_\_ Extension \_\_\_\_\_ Non-Profit Y/N \_\_\_\_\_  
(If Non-profit, please provide confirmation of Non-Profit Agency)

<u>Estimated Amount</u>	<u>Recommended DBE Participation (%)</u>
<u>\$ 75,000.00</u>	<u>17%</u> %

Subcontracting Opportunities (List SIC/NAICS codes - see DBD-012PS A form) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RPP will be used (Yes/No) No Advertising Date: \_\_\_\_\_ Proposal Due Date: \_\_\_\_\_  
Yes County Board Approval \_\_\_\_\_ County Board Committee: Transportation, Public Works  
& Transit

(\*) A Zero (0%) percent total requires a WAIVER. If Waiver is requested, please provide a detailed explanation  
and the completed Waiver Request Form, and have the Department/Division Head sign below.

  
\_\_\_\_\_  
Department/Division Administrator 11/22/2011

(CBDF OFFICE USE ONLY) Indicate Determination and Return Copy to Writer

Concur with Recommendation: \_\_\_\_\_, or provide the following goal: \_\_\_\_\_ %

The contract is exempt from the DBE goal? Yes \_\_\_\_\_ No \_\_\_\_\_

Approved: 

Date: 1.28.2012