

**GUIDELINES GOVERNING
SOUTHEAST WISCONSIN PROFESSIONAL
BASEBALL PARK DISTRICT
RELATIONSHIP WITH
OUTSIDE PROFESSIONAL SERVICE PROVIDERS**

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**GUIDELINES GOVERNING SOUTHEAST WISCONSIN
PROFESSIONAL BASEBALL PARK DISTRICT RELATIONSHIP
WITH OUTSIDE PROFESSIONAL SERVICE PROVIDERS**

1. Introduction. The Southeast Wisconsin Professional Baseball Park District (the “District”) is a public entity using taxpayer dollars to further the goals and objectives of the District as identified in its enabling legislation. The District is establishing these Guidelines in order to protect the investment of the taxpayers by requiring all outside professional service providers to follow these Guidelines in an attempt to deliver professional services in the most cost-effective manner, consistent with the excellence of service demanded by the District while maximizing optimal results. The provisions set forth herein govern the relationship between the District and the professional service providers retained by the District from time to time to represent the District. By way of illustration and not limitation, these Guidelines apply to law firms, accounting firms, financial advisors, underwriting firms, engineering firms, architectural firms, public relations firms and any other professional consultants. The District may tailor these guidelines to the individual circumstances of particular projects, taking into account all relevant factors, including the expertise of the professional service provider, the nature of the project, and other relevant factors.

The District believes that the application of traditional management techniques to professional services performed on behalf of the District can facilitate the efficient and effective delivery of such services. These techniques include establishing objectives, identifying alternatives, analyzing risks, weighing costs against benefits, selecting strategies, controlling costs, monitoring progress against budget plans, and maximizing effective communication.

The District has enjoyed excellent relationships with its professional service providers for many years and is confident that these guidelines will enhance these relationships. The central theme of these guidelines is increased communication and discussion between the District and its professional service providers, stressing working together as a team, all to the end of providing continued high quality and efficient cost effective professional services to the District.

2. Conflicts of Interest. The District expects each of its professional service providers to be free of conflicting interests and of the appearance of conflict in its representation. The existence of any potential or actual conflict of interest involving the District must be reported to the District immediately and resolved before any representation may continue.

3. Selection of Professional Service Providers.

(a) General. The selection of the District's professional service providers is based entirely on merit, with cost and prior experience being factors in merit. The goal is to select particular professional service providers, not an amorphous firm or company, with whom a long-term relationship is expected, so long as the District's own expectations are met. The District shall not favor large firms or companies. Mid-sized and smaller, boutique firms and companies are given serious consideration because even the largest matters can be handled by a handful of efficient, experienced professionals. All selections shall be made in accordance with

the District's previously adopted Financial Policy/Procedure Statement, as amended from time to time.

(b) Diversity. The District is committed to equal opportunity and fair treatment for all professional service providers and for professional service firms and companies without regard to their race, color, religion, national origin, sex, age, disability, veteran status, or other characteristic protected by law, and selects its professional service providers based solely on merit, qualifications, and other job-related criteria. The District also complies with the spirit and letter of all applicable laws in taking affirmative action to make sure a diverse mix of individuals and firms apply for and are considered for the District's engagements. The firms and companies that represent the District are expected to work actively to promote diversity within their workplace. In addition, all firms are expected to comply with the District's Targeted Firm Participation Program.

(c) Federal Equal Employment Opportunity Law Compliance. The District expects its professional service providers to comply with all applicable federal equal opportunity laws, orders and regulations, including without limitation, Executive Order 11246, the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1972, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Americans With Disabilities Act of 1990, and the Civil Rights Act of 1991. The District's professional service providers may receive requests from time to time for confirmation of compliance with the foregoing.

4. Engagement Letter. Every engagement (or series of engagements) of professional service providers will be memorialized by a contract, purchase order or a letter from the District setting forth the terms and conditions of the engagement and indicates the professional service provider's familiarity with and agreement to adhere to the guidelines set forth herein. The District reserves the right to alter any of the terms and conditions of these Guidelines if reduced to writing in any such contract, purchase order or engagement letter.

5. Communications.

(a) General. Meaningful and timely communications are critical. The District expects its professional service providers to communicate with the District prior to undertaking any significant and material work for the District. All professional service providers' communications must succinctly explain why the procedure that such professional service provider is recommending will promote the strategy agreed upon by the District. The District reserves the right to refuse to pay for work that is not discussed or approved in advance, or does not fit the foregoing criteria.

A professional service provider shall promptly report any significant event which affects such professional service provider's evaluation of the matter that they are working on for the District. All correspondence which discusses a significant event must conclude with a comment by the professional service provider about the effect the event will have on the strategy previously agreed upon by the District. If a professional service provider's evaluation is unchanged from the prior report, the professional service provider should say so and briefly explain why.

(b) Confidentiality. In the course of performing services for the District, professional service providers may have access to confidential, proprietary and other information concerning the District, its business and operations, finances and its relationship with other firms, groups, federal, state and local governments and subdivisions thereof. Each professional service provider engaged by the District must keep all matters regarding the District confidential. The confidentiality requirement is also intended to prohibit the professional service provider from using information obtained from or on behalf of the District, including work product prepared at the District's expense, for other clients of the professional service provider, without the District's advance written approval. The confidentiality requirement is perpetual and shall continue even after the termination of the relationship and the professional service provider's engagement by the District. Upon termination of the representation and at the request of the District, the professional service provider must promptly return all information obtained from or on behalf of the District to the District.

(c) Media Contact. The District is a highly visible entity commanding a significant amount of media attention. Outside service providers can expect that their involvement with the District may be of interest to the media and general public. Outside service providers are not authorized to respond to the media or public concerning the District, the work being performed or any other District matter without prior specific authorization. Any media inquiry relating to any District matter should be referred immediately to the District's Executive Director. Additionally, each of the District's professional service providers must advise the District in advance of any developments or actions in matters in which such professional service provider is involved which the service provider reasonably feels may be newsworthy or create public interest or publicity. The District recognizes that, from time to time, a professional service provider's work for the District may be of interest to such professional service provider's profession or industry, or the subject of an article, presentation or speech by such professional service provider to a professional audience. The District requires all such opportunities be discussed thoroughly with the District and the District's written consent obtained prior to writing about or discussing any District related matters.

(d) Advertising. Professional service providers are not authorized to identify the District as a client (e.g., for purposes of marketing or advertising) without the District's prior approval.

6. Designation of Principal Contact Persons. In any engagement with the District, the District has the responsibility for making all substantive decisions about the course of the matter. Accordingly, the District may designate a District employee or representative for each engagement to direct the engagement and coordinate communications with all other District personnel as appropriate. The District is responsible for ensuring that appropriate District personnel are informed about and make the necessary substantive decisions about the matter and that the professional service provider is kept appropriately informed both about the District's objectives in the matter and about pertinent issues and developments. The District must be kept regularly apprised of all significant developments in the matter and consulted sufficiently in advance of the date by which any significant decision must be made.

The District expects its professional service providers to work closely with the District on each matter handled. While more detailed instructions may be provided during the course of the

engagement, the District expects to be involved in the development of the strategy and planning for each matter and to be kept fully informed of all developments of any note.

As the number of persons involved in a project increases, the time and expense of the project usually also increases. Communications, including authorizations to undertake and complete projects, agreements upon strategy, budgets and other matters, must include District personnel. It is expected that the District will participate fully in all important discussions and decisions regarding strategic planning, work assignments and staffing.

7. Budget Plan. The District expects that its professional service providers will make a conscientious effort to control the cost of its own activities on the District's behalf. Prior to commencing any work on any matter the District may request the service provider to prepare and submit a budget to the District. If so requested, the budget should be formatted to segment the relevant project into relevant phases with each phase to include a listing of the discrete tasks, the staff assigned to the tasks and a realistic projection of estimated fees and costs thereof. It is the expectation of the District that actual fees and costs will not exceed these projections. Revised budgets submitted by the District's professional service providers to reflect changed assumptions and unanticipated tasks must be discussed with and agreed to by the District before they are implemented.

8. Staffing. While the District expects and encourages its professional service providers to use its personnel in the most cost-efficient manner appropriate to their expertise, the District expects its professional service providers to be personally involved and thoroughly informed as to its status. In addition, this office expects its professional service providers to identify at the outset of the engagement, and on an on-going basis, the personnel that will be handling the various aspects of the matter or project. There should be no changes in such personnel assignments, or duration of assignments, without further discussions and agreements. Although the District will rely upon the integrity of the supervising personnel of the professional service provider, the District is entitled to review projects and monitor staffing to avoid unnecessary professional fees, and shall have sole and absolute discretion with respect to whether or not services are being performed by the appropriate personnel. The District will not pay for duplicative revisions of work product.

9. Professional Conduct. The District shall select its professional service providers, in part, based on the belief the chosen provider has the necessary experience and qualifications to ably represent the District's interest. It is expected that the District's professional service providers behave in a civil and professional manner in all dealings so as not to detract from the District's image and reputation.

10. Billing.

(a) Frequency. Separate bills should be prepared for each matter or project which the professional service provider handles on behalf of the District. Billing should be submitted on a monthly basis in accordance with the guidelines set forth herein, and in no event later than sixty (60) days after completion of the services.

(b) Stale Charges. The District will reject any charges for professional time more than ninety (90) days old. While the District can understand certain costs for third party services cannot be posted properly, there is no excuse for delays in posted professional time.

(c) Time Increments. With respect to professional services that are billed on a per hour basis, hours of work performed shall be divided into segments no greater than one-half (.5) of an hour and no less than one-tenth (.1) of an hour.

(d) Details. At a minimum, unless otherwise required by law, all billings must conform to the following: (i) a separate bill should be generated for each project; (ii) the initial page of each bill should contain the caption and the applicable project number; (iii) each bill must include a timekeeper summary, which provides the name, job title and billing rate of each professional working on the project, the hours expended on the current invoice and the total cumulative hours billed by each timekeeper on the project; (iv) each bill must include a cumulative summary of costs and disbursements, by category; (v) billing rates may not vary from the rates approved by the District; (vi) the end of the statement also *must* include (1) the *total and current charges* for that billing period, (2) any payments made, and (3) the total amount of charges billed to date; and (vii) each activity must be separately identified in the billing by day, by individual timekeeper with a description of the services provided, along with the amount of time and the charge for that activity. Vague and ambiguous identification of activity will not be paid by the District. Additionally, the billing standards described elsewhere herein must also be followed.

(e) Photocopying. The District will pay for the actual costs of photocopying provided by or incurred by the professional service provider, not to exceed twenty-five (25) cents per page. All invoices must include the number of copies made and charge per copy. Major photocopy projects should be sent out to a photocopy service, and the District should be billed for the actual costs. Photocopy projects in excess of one thousand (1,000) pages must be sent to an outside photocopy vendor, assuming the vendor charges would be less than the professional service provider's photocopy charges.

(f) Telecommunication Chargers. The District will pay for the actual cost of telefaxing charged to the professional service provider by its telecommunication vendor. The District will not pay a per page fee for sending or receiving telefaxes. The District will pay for long distance telephone charges, but will not pay for local telephone charges.

(g) Travel. The District will pay reasonable travel expenses actually incurred and reasonably necessary for completing the matter with prior approval from the District. Such approval may be limited to a single instance or in the discretion of the District broad, general approval may be authorized. The District's professional service providers must seek the most economical means of travel practicable. Domestic air travel is to be booked at coach rates. International flights may be booked at business class rates depending on the length of travel. Flights should be booked as far in advance as possible to avoid higher airfare prices associated with late bookings. Rebooking charges and change fees will only be paid by the District if such charges were incurred through no fault or error of the professional service provider. To avoid billing the District for unproductive time, the District requests that its professional service

providers plan travel so that it may work on the matter for which travel is being incurred. Travel time may be billed at normal rates.

Reasonable expenses incurred for out-of-town travel shall be reimbursed by the District. When service providers are driving to the District from outside the Milwaukee area, mileage will be reimbursed at the then current rates established by the Internal Revenue Service. When arriving by air, car rental transportation or taxis shall be reimbursed. Rental transportation shall be for an intermediate size auto and lodging shall be at a recognized moderate hotel consisting of a single room with private bath. The District expects service providers will advance all travel expenses and submit bills to the District for reimbursement. All invoices for travel expenses shall be itemized separately to indicate air fare, lodging, meals, taxis and other expenses. No personal/incidental expenses shall be reimbursed.

(h) Non-Billable Events.

(i) Overhead. Professionals may engage in administrative, supervisory, managerial or educational activities within the day. Such activities are not billable to the District. Reading periodicals to stay current in the professional's industry is an overhead task. Leaving or picking up phone messages are administrative tasks requiring a de minimis amount of time and should not be charged. Unless authorized in advance by the District, the District does not expect to be billed for the following: (A) basic secretarial time and word processing services; (B) overtime expenses of support staff; (C) time with respect to routine copying; (D) basic research to educate the professional service provider's staff in the general field of the relevant project; (E) work caused by the professional service provider's error; (F) understanding a project when personnel are replaced; (G) time spent preparing bills, recording time, negotiating a bill or answering inquiries concerning a bill; (H) facsimile transmission charges additional to the long-distance telephone charges; (I) entertainment expenses; (J) computer time or storage expenses, except for computerized research time; (K) office supplies; (L) local travel mileage (within 35 miles of your office); (M) conference room charges or rent; (N) library use, except as otherwise provided in (J) above; (O) proofreader charges; (P) meals (except during travel); (Q) travel to and from the office (even at night, weekends or holidays); and (R) cell phone/PDA/Blackberry charges. Notwithstanding anything to the contrary contained above, the District will pay for secretarial and clerical overtime when the nature of the assignment requires overtime or the expense is caused by the District.

(ii) Conferences. The District should not be billed for the creation or review of intra-office memoranda for these purposes. The District recognizes that in complex matters, intra-office conferences can be expected and if conducted properly can assist the District in achieving its goals and objectives in a cost efficient manner. In cases where the participation of more than one professional is required, all professionals may bill for time spent in strategic conferences between professionals provided such conference meets the requirements of subsection (h)(i) above and is intended to and advances the interests of the District. Any intra-office conference time entry shall, at a minimum, indicate the purpose of the conference and the persons in attendance. The District should not be billed for intra-office conferences for administrative, supervisory, management or instructional purposes.

(i) Rates. Rate increases effective after the initial engagement must be approved in writing by the District before becoming effective except normal and reasonable annual rate increases clearly identified on the service provider's invoice. The District intends to pay clearly itemized bills promptly upon receipt.

(j) Apportioning Time. When any professional is working on several matters simultaneously, including one or more District projects, the District should be billed *only* for the proportionate time spent on each District project. The District should not be billed for travel time during which the professional works on other client's matters.

(k) Minimum Charges. Unless otherwise agreed in writing, the District will not accept any minimum transaction time. In particular, the District will not pay for "unit" billing (e.g., where the professional firm has established minimums for work which is largely comprised of utilizing standardized forms). The District will not accept charges for the administrative task of opening or closing a file. Unless otherwise agreed by the District, no invoice should be submitted for payment totaling less than One Thousand Dollars (\$1,000.00) unless it is the final bill for services rendered.

(l) Costs and Expenses. The professional service provider must obtain prior approval from the District for any out-of-pocket cost or expense incurred in excess of Two Thousand Five Hundred Dollars (\$2,500.00). All bills must itemize all expenses incurred while handling a project for the District. This may best be handled by categorizing expenses, such as meals, travel, extraordinary postage, photocopying, messenger or overnight delivery service as well as other similar expenses. Any routine expenses incurred should be paid directly by the professional service provider and then billed back as disbursements; provided, however, exceptional expenses may be forwarded directly to the District. Any invoices sent for direct payment must include the vendor's tax identification number. All expenses must have supporting documentation that may be reviewed upon request. The District will not accept "rush" charges incurred due to lack of planning or convenience of the professional service provider. All reimbursable disbursements shall be billed at the service provider's actual cost, i.e., without markup or a handling charge.

(m) Proficiencies. The District's goal with all of its outside service providers is to maximize the value received by the District. The District expects its outside service providers to invest "quality" time with the District and its personnel to better understand the goals and objectives of the District and to assess the project or matter at the outset in the larger context of the business and operations of the District. The District is interested in determining at the outset with the aid and counsel of the outside service provider the level of service needed to obtain the optimum results for the District which shall include the proper level of experience to handle efficiently and professionally the needs of the District. Lower fees are not an end in themselves. The District does not want the service providers to delegate matters internally to lower hourly professionals at the risk of poor quality and bad results. The District is primarily concerned with whether the results were optimized, the performance was satisfactory, and the fees appropriate given the end results, quality, and quantity of performance. Because performance, including quality, has a significant impact on fees, and vice versa, they cannot be managed separately. The District expects all tasks to be assigned to the appropriate personnel to minimize fees and maximize results. The District shall not pay for fees incurred as a result of

redundant or inefficient work. The District also has a firm policy against bonus or premium billings or contingent fees.

(n) Technology. The effective use of technology in projects by the District's professional service providers is critical to generating superior work product efficiently and at a significantly lower cost. The District expects that unless another format is required or agreed to by the District, professional service providers will utilize software and technology compatible with the District's technology. The District will not be responsible for any costs associated with the purchase or installation of hardware or software by its professional service providers for the District's matters. In general, the District's professional service providers are expected to utilize a reasonable degree of technological tools to save time and money. Additionally, advances in technology, specifically transmission of information and documentation by email, scanning, and sharing of documents on secure web sites, etc. are encouraged and have made routine copying, faxing and delivery of hard documents less critical and, in many cases, unnecessary.

(o) Reservation of Rights. The District reserves the right to question, challenge or request substantiation on any invoice submitted. Payment of any invoice shall not preclude the District from subsequently questioning, challenging or requesting substantiation of all or any portion of the paid invoice. The District shall not be bound by any payment deadlines and shall not pay any interest or late payment charges on overdue invoices. The District will endeavor to pay clearly itemized and authorized work in a reasonably prompt manner

11. Documents, Correspondence and Pleadings. The District's professional service providers shall give the District the opportunity and sufficient time to review and approve drafts of all significant documents, including contracts, substantive pleadings, briefs, correspondence, and any other documents that will be provided to third parties on the District's behalf.

12. Discovery. The District is subject to Subchapter V of Chapter 19 of the Wisconsin Statutes with respect to open records. Document requests, interrogatories and other demands for discovery by third parties should be forwarded to the District upon receipt by the District's professional service provider. When sending such requests for discovery, the professional service provider should indicate any objections to the discovery.

13. Status Reports and Proceedings. Each of the District's professional service providers is expected to keep the District advised on the status of each project by advising in advance of all relevant dates, any drafting sessions or other meetings. In those instances when a representative from the District is not present at a meeting, the professional service provider is expected to update the District by telephone, when appropriate or promptly provide the District with a written report following the event.

14. Multi-City Offices. If a professional service provider has an office in another city with a different rate structure, the District will reimburse according to such structure only if a professional from such office is required and the District agrees in advance to using such office's services. The District does not expect to be charged for such services at higher rates if they are needed only because of staffing shortages in the office which the District initially contacted.

15. Alternate Dispute Resolution. Each professional service provider should seek out alternate methods for effectively resolving disputes involving the District. Those methods might include: (a) arbitration, mediation or any other widely used technique of alternative dispute resolution; and (b) mini-trials or similar processes involving face-to-face meetings of opposing management with or without neutral third parties.

16. Settlement. The settlement possibilities with respect to disputes between the District and third parties should be identified and considered early in the proceedings and at each stage thereafter. Professional service providers should consider the advantages and disadvantages of settlement, including the economics of settlement versus the most probable outcome of the dispute. Settlement is but a part of the strategy of planning for dispute management and resolution. Whether disputes are resolved by the payment of fees, judgments, settlements or a combination thereof, it is the responsibility of the professional service provider to resolve each dispute in the best interests of the District. No settlement discussions may be entered into without the approval of the District.

17. Appeals. The District's professional service providers must promptly notify the District of any adverse ruling so a decision can be made regarding appeal. No appeal shall be taken by a professional service provider without approval from the District, although the District's professional service provider is expected to take all steps necessary to protect the interests and preserve appeal rights of the District pending a decision to appeal.

18. Distribution. This document is intended for use by all professional service providers representing the District. In appropriate circumstances, the District reserves the right to amend, alter or waive the various requirements contained in these guidelines. Since the guidelines contained herein describe policies and practices for the delivery of professional services and suggest the thought processes and the District's strategies that the District might follow in any dispute, including legal matters, the District's policies and practices should be treated as proprietary and confidential.

19. Termination. Subject to the terms of any engagement letter or contract, the District reserves the right to terminate the engagement of its professional service providers by written notice at any time. Likewise, subject to the terms of any engagement letter or contract, the District's professional service providers shall have the same right to terminate the engagement, subject to an obligation to give the District reasonable notice to permit it to obtain alternative representation or services, and subject to applicable ethical provisions. The District's professional service providers will be expected to provide reasonable assistance in effecting a transfer of responsibilities to the new firm. Each of the District's professional service providers must agree that no fees, disbursements or other payments under the engagement with the District will be made to any government official or any other person in violation of federal, state or local law, and it must be understood that any violation of the foregoing may result in immediate termination.