



**WISCONSIN PROFESSIONAL BASEBALL PARK DISTRICT  
GUIDELINES GOVERNING  
PROFESSIONAL SERVICES**

**Adopted: March 6, 2025**

***INTRODUCTION***

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The Wisconsin Professional Baseball Park District (the “District”) has established these guidelines (“Guidelines”) 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. 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.

***CONFLICTS OF INTEREST***

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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 District also expects firms to conduct a conflicts check before representing the District and to update it during the representation, as appropriate. 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.

***ENGAGEMENT LETTER***

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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 indicating 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.

***COMMUNICATIONS***

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**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.

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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.

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. To the extent you engage third-party vendors to provide services to the District, you agree to inform them of, and ensure their compliance with, the confidentiality requirements of these Guidelines. 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.

Media Contact. 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. 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 to be discussed thoroughly with the District and the District's written consent obtained prior to writing about or discussing any District related matters.

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.

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

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developments in the matter and consulted sufficiently in advance of the date by which any significant decision must be made.

## ***BUDGET***

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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.

## ***STAFFING***

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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 District 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.

## ***BILLING***

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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.

Stale Charges. The District will reject any charges for professional time more than ninety (90) days old.

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-quarter (.25) of an hour and no less than one-tenth (.1) of an hour.

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

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billed by each timekeeper on the project; (iv) billing rates may not vary from the rates approved by the District. Additionally, the billing standards described elsewhere herein must also be followed.

Billable Expenses. Professional service providers shall outline any expected out of pocket expenses it expects reimbursement for as part of its proposal for services to the District. The District will pay for the actual cost of such expenses when agreed to in advance.

Travel. The District will pay reasonable travel expenses actually incurred and reasonably necessary for completing the matter with prior approval from the District. 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. 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 will 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. 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.

Non-Billable Events. Unless authorized in advance by the District, the District does not expect to be billed for the following: (i) basic secretarial time and word processing services; (ii) overtime expenses; (iii) time spent preparing proposals or negotiating a contract to provide services to the District; (iv) basic research to educate the professional service provider's staff in the general field of the relevant project; (v) work caused by the professional service provider's error; (vi) understanding a project when personnel are replaced; (vii) time spent opening matters, preparing bills, recording time, negotiating a bill or answering inquiries concerning a bill; (viii) local travel mileage (within 35 miles of your office); (ix) meals (except during travel); (x) videoconferencing subscription fees or service charges; (xi) publications, subscriptions, and any library expenses, including online database licenses and searches; (xii) continuing education' and (xiii) entertainment expenses.

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 by the service provider in advance. 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.

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

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spent on each District project. The District should not be billed for travel time during which the professional works on other client's matters.

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.

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 project expenses; 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.

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 reserves the right to periodically audit invoices and expects that the professional service provider will reasonably cooperate with any such audit. The District will endeavor to pay clearly itemized and authorized work in a reasonably prompt manner.

### ***DOCUMENTS AND CORRESPONDENCE***

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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.

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.

### ***DISTRIBUTION***

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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.

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### ***TERMINATION***

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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.