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January 13, 2012

County of Milwaukee
c/o County Executive Chris Abele
Milwaukee County Corporation Counsel
901 N. 9th Street
Milwaukee, WI 53233

Re: Legal Services – Milwaukee County

Dear County Executive Abele:

This letter is to respond to the request of Milwaukee County (“the County”) for a proposal for the engagement of Michael Best & Friedrich LLP (the “Firm”) to provide legal services in connection with Milwaukee County v. David Clarke, Jr., Case No. 12-CV-350. Said services are to be provided by the Firm to the office of the County Executive.

The Firm is pleased to submit this proposal. If engaged, both the County and the Firm agree that the Firm’s engagement will be limited to the aforementioned matter and that the Firm will not be engaged, unless there is a separate written engagement to that effect, to represent the County in other matters.

This letter is intended to communicate to you the scope of our proposed professional engagement. Please review this letter and sign the enclosed duplicate and return it to me as a prerequisite for the Firm representing the County’s interests in regards to the aforementioned matter.

SCOPE OF ENGAGEMENT AND EXPECTATIONS

Our legal representation under this engagement will be limited to providing legal services to the County regarding the Milwaukee County v. David Clarke, Jr., Case No. 12-CV-350.

IDENTIFICATION OF CLIENT

As attorneys, we owe certain professional obligations to our clients. With respect to the matter set forth in this letter, our client will be the County. We anticipate taking direction from authorized representatives of the County in connection with this engagement.

LEGAL BASIS FOR REPRESENTATION

The County represents that it has the legal authority to retain the Firm and to execute and perform its obligations under this letter without any further action, and without approval or action by the County Board, based upon Section 56.30(4)(b)(3) of the Milwaukee County Ordinances.

FEES COSTS; BILLING AND PAYMENT; COSTS OF COLLECTION

Fees: Each bill for legal services rendered will be a function of our hourly rates multiplied by the hours invested by each attorney or legal assistant who performs services on the County's behalf. The hourly rates for attorneys and legal assistants who may be involved in these matters currently range from \$75 to \$400, depending on the attorney's level of experience. Hourly rates are reviewed periodically and may be adjusted from time to time. Unless subsequently approved by the County, the maximum amount for fees to be paid under this engagement is \$50,000.

For the County's internal purposes, the cost related to such legal assistance will be assigned to Agency 194, Org. Unit 1961, Object 6149. The Firm agrees that work provided to the County will be performed at the discounted hourly rate of \$390 for partners, \$250 for associates, \$150 for paralegals. At such time as the fees for such professional services approach the \$50,000 amount, the parties will discuss entering into an extension or amendment of this agreement. Such services will commence as soon as this Agreement is executed and continue thereafter as determined by County Executive Abele. Michael Best & Friedrich, shall provide the County with a bill that shall include the name of the individual attorney or paralegal who performed services, the actual hours worked, the task(s) performed (e.g., research, conferences, etc.), and the hourly billing rate.

Nothing contained in this contract shall constitute, or be construed to create, a partnership or joint venture between the County and the Firm. In entering into this Agreement and in performing the acts required under the Agreement, the Firm will be acting at all times as an independent contractor.

The Firm also agrees to permit authorized representatives of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all records relating to the implementation of this agreement, for a period of up to three years after completion of the Agreement. The Firm further understands that the matters discussed between the professionals who perform services and the County Executive's office regarding the legal services to be provided are confidential. The Firm agrees not to discuss any aspect of the subject matter of the representation with any individual other than County Executive Abele, or his designees, unless County Executive Abele provides authorization for such discussion. In furtherance and not in limitation of the foregoing, County Executive Abele and the Firm further understand that the Office of the Corporation Counsel of the County has been required to recuse itself from representing the County in this matter and is the subject of a screening memo to ensure that the subject matter of this representation is not disclosed to or discussed with the Office of the Corporation Counsel.

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

Other Fees, Costs and Expenses: Pre-approved major disbursements and charges for outside services will be forwarded to the County for direct payment. Other out-of-pocket costs and expenses, such as long distance telephone, facsimile, photocopy, minor filing fees, computer research fees and other miscellaneous expenses identifiable to the aforementioned matter, will be billed monthly. If you need to discuss our Billing Policy or any specific billing matter, you are encouraged to contact me directly at your convenience.

Billing and Payment: Our standard practice is to bill each month for services rendered by us during the previous month. Payment is due upon receipt of our billing invoice. We shall review all billing statements before they are issued to ensure that the amount charged is appropriate.

ADDITIONAL REPRESENTATION

You will at all times have the right to terminate our services upon three (3) days prior written notice. We too will at all times have the right to terminate our professional relationship with you within the bounds of our ethical obligations as attorneys. Upon termination we will cease providing legal services and shall turn over all work product to you.

FIRM'S LLP STATUS; INSURANCE

The Firm is a Wisconsin limited liability partnership. Under this structure, the individual partners do not have unlimited personal liability arising from the malpractice of the other attorneys on matters in which they had no involvement or supervisory role. The LLP structure will not, however, protect the Firm or those partners whose own negligence, wrongful acts or misconduct (or that of any person working under their direct supervision and control) is the basis for the malpractice claim at issue. Furthermore, by Wisconsin Supreme Court Rule, a firm of our size is required to carry professional liability insurance providing for at least \$10.0 million in combined indemnity and defense cost coverage per claim, with at least \$10.0 million aggregate combined indemnity and defense cost coverage amount per policy period. In addition, the firm agrees to evidence and maintain insurance coverage for: statutory workers compensation, employers liability, as well as comprehensive general liability, automobile liability (all autos owned, hired, non-owned) and professional liability - each with a minimum of \$1,000,000 of coverage. An insurance certificate will be provided in evidence of this insurance.

CONFLICTS OF INTEREST AND WAIVERS

The ethical rules issued by the Wisconsin Supreme Court regarding the conduct of lawyers in the State of Wisconsin require that before the Firm LLP accepts the Engagement, waiver of any potential conflict of interest must be obtained. The ethical rule applicable under the circumstances is Supreme Court Rule 20:1.7, which provides as follows:

SCR 20:1:7 Conflict of Interest: General Rule

- (a) A lawyer shall not represent a client if the representation of that client will be directly adverse to another client, unless;
 - (1) the lawyer reasonably believes the representation will not adversely affect the relationship with the other client; and
 - (2) each client consents in writing after consultation
- (b) A lawyer shall not represent a client if the representation of that client may be materially limited by the lawyer's responsibilities to another client or to a third person, or by the lawyer's own interest, unless:
 - (1) the lawyer reasonably believes the representation will not be adversely affected; and
 - (2) the client consents in writing after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation and the advantages and risks involved.

The Firm understands that representation of the County on this matter precludes representation of any client or party who is adverse to the County on a related matter, absent a written waiver to the contrary.

However, the County understands that the Firm represents clients who now have or who may have in the future, interests adverse to the County in a wide variety of matters unrelated to this engagement, in all of which the County is, or will be, represented by other legal counsel. It is expected that such representation by the Firm will continue and it is acknowledged that no conflict of interest exists or will exist regarding such representation. However, the Firm agrees that it will not use information obtained in representing the County in any matter adverse to the County, and will take all reasonable and necessary steps to protect such information from use by members of the Firm representing clients with interests adverse to the County.

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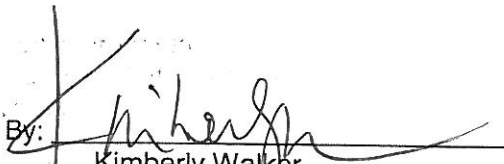
If our proposal is accepted, please sign the enclosed engagement agreement. We look forward to working with you with regard to the above-identified matter(s). If you have any questions, please contact me directly at the above referenced telephone number.

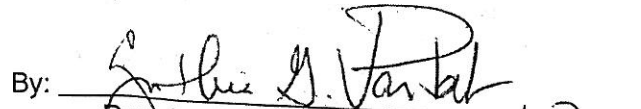
Very truly yours,

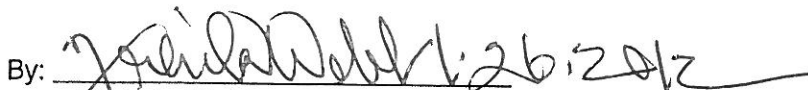
MICHAEL BEST & FRIEDRICH LLP

Alexander P. Fraser

**ACKNOWLEDGED, AGREED AND CONSENTED
ON BEHALF OF THE COUNTY OF MILWAUKEE**

By: 
Kimberly Walker,
Milwaukee Corporation Counsel

By: 
~~Dennis Dietscher,~~ Cynthia VanPelt
Milwaukee County Interim
Risk Management Director

By: 
Frieda Webb,
Milwaukee County Director of
Community Business Development Partners