

FIRST AMENDMENT TO THE FOLEY & LARDNER, LLP.  
PROFESSIONAL SERVICE AGREEMENT

This First Amendment (this "Amendment") to the Foley & Lardner, LLP. Professional Service Agreement, dated September 1, 2025, is between Milwaukee County, through its Board of Supervisors, (the "County") and Foley & Lardner, LLP. (the "Contractor"). Referenced together, the County and Contractor shall be referred to as the "Parties" to this Amendment.

**ACCORDINGLY**, intending to be legally bound, the Parties agree as follows:

1. **Section 8.1 - Term**

The Parties mutually agree to extend the Agreement's expiration date to December 31, 2026. Section 8.1, *Term*, is hereby amended to read as follows :

*The Term of this PSA shall commence on September 1, 2025 (the "Effective Date") and continue in full force and effect until December 31, 2026, unless terminated in accordance with this Section (the "Initial Term").*

2. **Section 9.2 - Compensation.**

The County agrees to increase the total compensation by \$ 65,000.00, for a revised total not-to-exceed amount of \$104,940.80. Section 9.2, *Compensation*, is hereby amended to read as follows:

*The County shall compensate the Contractor pursuant to the terms set forth in the Exhibit A - Engagement Letter and Section 9. The total amount paid under this Agreement shall not exceed \$104,940.80 (One hundred four thousand, nine hundred forty dollars and 80/100). The Contractor shall notify County 60 days before the value of goods and services provided under this agreement reaches the not to exceed amount. The Contractor shall not perform any service nor provide any goods that would result in the County owing the Contractor more than the not to exceed amount. Regardless of good or services provided the County will not pay any amount beyond the not to exceed amount. The only way to increase the value of this Agreement beyond the not to exceed amount is by a written amendment signed by both parties.*

3. Except as specifically modified or amended herein, all other terms and conditions of the Professional Service Agreement shall remain in full force and effect. If there is a conflict between the terms of the Professional Service Agreement and this Amendment, this Amendment will control.

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The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

FOR CONTRACTOR:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TAXPAYER ID #: \_\_\_\_\_

APPROVED AS TO INSURANCE REQUIREMENTS:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Risk Manager**  
*Office of Risk Management*  
Department of Administrative Services

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Director**  
*Office of Economic Inclusion*  
Department of Administrative Services

APPROVED AS TO FUNDS AVAILABLE  
*PER WISCONSIN STATUTES §59.255(2)(e)*

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Milwaukee County Comptroller**  
Office of the Comptroller

APPROVED WITH REGARDS TO FORM AND INDEPENDENT  
CONTRACTOR STATUS:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**Corporation Counsel Representative**  
Office of Corporation Counsel

APPROVED BY THE COUNTY EXECUTIVE  
*PER WISCONSIN STATUTES §59.17(2)(b)(3) and (4)*:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**David Crowley**  
*County Executive*  
Office of the County Executive

REVIEWED AND APPROVED BY CORPORATION COUNSEL  
*PER WISCONSIN STATUTES §59.42(2)(b)(5)*: