

Attorney Susan M. Crawford
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May 22, 2017

VIA ELECTRONIC MAIL

Chairman Theodore Lipscomb, Sr.
Milwaukee County Board of Supervisors
Milwaukee County Courthouse
901 North 9th Street, Room 201
Milwaukee, WI 53233

Re: Amended Contract for Legal Services for Milwaukee County Board of Supervisors

Dear Chairman Lipscomb:

As you know, our firm, Pines Bach LLP ("Pines Bach") was retained to advise you and the Milwaukee County Board of Supervisors ("the Board") regarding the nature and effect of recent legislative changes that have changed the respective powers of the Board and the Milwaukee County Executive. This letter constitutes an amendment to the engagement letter we originally executed as the agreement to retain Pines Bach to provide legal services to the Board.

The additional services that Pines Bach will provide the Board under this engagement letter are to represent the Board in any post-judgment litigation arising from the Circuit Court's decision in Milwaukee County Board of Supervisors v. Abele, No. 16-CV-2888, including any appeal, and to provide advice to County Board on the interpretation and implementation of the Court's decision.

The original Professional Services Agreement effective 8/7/2015 was for services in an amount not to exceed \$99,000. In September 2015 Amendment 1 increased that to an amount not to exceed \$150,000. This current Amendment (Amendment 2) authorizes total compensation for services performed under the Agreement not to exceed \$200,000 unless agreed to by County in writing.

Pines Bach understands and agrees that the Board has not retained Pines Bach to represent it generally. Pines Bach also understands and agrees that it is the Board's intention that Pines Bach provide legal services in connection with this matter only and to the extent that the Board determines that it wants Pines Bach to engage in additional legal services on its behalf, that the Board and Pines Bach will enter into a separate agreement and that Pines Bach will provide the Board with a separate engagement letter for any such new matter.

Pines Bach will charge the Board at the hourly rate of \$300.00 per hour for my services and \$300 for the services of Lester Pines, which represents a 25% discount from his usual fee. If any other lawyer or paralegal from Pines Bach provides legal services in connection with the case, the Board will be billed by Pines Bach at the hourly rate then in effect for those lawyers or paralegals but in no instance will any hourly fee exceed \$300.00. The range of hourly rates is as follows: Partners, \$275.00 - \$300.00; Associates, \$200.00 - \$300; Paralegals/Law Clerks, \$85.00-\$125.00.

In addition to payment for the services of Pines Bach's lawyers and paralegals, the Board agrees to reimburse Pines Bach for any out-of-pocket costs, such as postage, photocopies, long distance charges, and mileage incurred in connection with Pines Bach's services on this matter.

All Pines Bach attorneys and paralegals bill in increments of one-tenth of an hour. On a monthly basis, Pines Bach will provide you with an invoice containing an itemized description of the legal services performed, the time associated with those services, the consequent fees and out-of-pocket expenses. However, the description of services will be limited so that attorney-client privileged information is not disclosed. If you have any questions about any invoice, they should be directed to me.

Please contact me with any questions or concerns about the terms of this engagement. If this agreement is acceptable to the Board, as its authorized representative, please sign this original letter and return it to me.

Sincerely,

PINES BACH LLP



Susan M. Crawford

SMC:jgh

Accepted by:

Dated: _____

Theodore Lipscomb, Sr. on behalf of the
Milwaukee County Board of Supervisors

Approved as to form:

Date: _____

By: _____
Corporation Counsel

Approved as to funds available per Wis. Stats. 59.255(2)(e):

Date: _____

By: _____
Comptroller

Approved per Wis. Stats. 59.17(2)(b)4.:

Date: _____

By: _____
County Executive

Approved as compliant under Wis. Stats. 59.42(2)(b)5:

Date: _____

By: _____
Corporation Counsel