

CONTRACT FOR LEGAL SERVICES

BETWEEN

THE MILWAUKEE BOARD OF SCHOOL DIRECTORS

AND

QUARLES & BRADY LLP

THIS AGREEMENT (hereinafter “Agreement”) is entered into pursuant to Milwaukee Board of School Directors Resolution dated October 31, 2019, authorizing the City Attorney to retain outside legal counsel to provide legal services to the Milwaukee Board of School Directors (hereinafter “BOARD”) of Milwaukee Public Schools (hereinafter “MPS”).

GENERAL SERVICE DESCRIPTION – The law firm of Quarles & Brady LLP, (hereinafter “LAW FIRM”) hereby agrees to provide legal services and representation to the BOARD as described in Section 3 of this Agreement.

TIME OF PERFORMANCE – To commence on November 1, 2019, and to terminate when all the functions described in Section 3 of this Agreement are completed.

PAYMENT – The legal services and representation shall be provided in accordance with the terms and conditions and the rate stated in Section 4 of this Agreement, unless a different rate or different terms and conditions are agreed upon by the parties.

WHEREAS, the LAW FIRM represents itself as being capable, experienced, and qualified to undertake and perform the services described under the terms and conditions of this Agreement as an independent contractor, and not as an employee of the BOARD.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Retention of Services. The BOARD hereby agrees to engage the LAW FIRM and the LAW FIRM hereby agrees to personally perform, as an independent contractor and not as an employee of the BOARD, the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement.

2. Requirements of LAW FIRM. The LAW FIRM is required to:

A. do, perform, and carry out in a satisfactory, timely, and proper manner, the services delineated in this Agreement; and

B. comply with requirements listed with respect to insurance, billing, avoiding conflicts of interest, and other matters relating to the performance of the services.

3. Scope of Services. The LAW FIRM shall provide legal services and representation to the BOARD, which shall include its designated officers and employees where appropriate, as needed in reference to the following:

- A. Prepare the proceedings for the BOARD to submit the question of exceeding the revenue limit to the electors;
- B. Prepare the necessary election notices to be published by the BOARD;
- C. Prepare the ballot form to be printed by the BOARD and provided by the BOARD to the appropriate municipal officials;
- D. Outline the permitted campaign practices by the BOARD, its members, officers, and employees;
- E. Prepare necessary checklists and make follow-up calls to the BOARD regarding the timing of the publications and the ballot printing; and
- F. Prepare the materials for the Board of Canvassers.

4. Specific Conditions of Payment. Payment will be made, at LAW FIRM's request, to LAW FIRM according to the following schedules upon satisfactory performance:

A. The LAW FIRM must submit monthly itemized bills for its services, and those bills shall indicate the total amount invoiced to date under this Agreement. BOARD agrees to pay the bill upon approval of the City Attorney that the charges are reasonable and that the work was necessary to perform. If the work done is in reference to a specific case or invoice, the bill should state the case number in reference to which the costs, fees, or expenses were incurred;

B. The LAW FIRM shall be paid according to the fee schedule attached hereto as Exhibit A, to be computed on the basis of the itemized invoices, which shall show work hours spent by each individual employed on this project during the reported period of time, and the costs and expenses arising out of the service provided. In addition to legal fees, the BOARD will pay out-of-pocket expenses (money paid by the LAW FIRM on the BOARD's behalf, *e.g.*, filing fees, mileage, transcript fees, and other legitimate expenses). Any individual costs in excess of \$200 must be approved by the Office of the City Attorney before being incurred. The LAW FIRM agrees that all such out-of-pocket expenses will be itemized on the aforementioned invoices. Fees and costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation available to the BOARD upon request, and evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Agreement;

C. Payment due to LAW FIRM for work completed shall be made promptly upon submission of the invoice.

It is the BOARD's policy to pay all invoices within 30 days. If the BOARD does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the BOARD shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the Agreement). If there are subcontractors, consistent with Wis. Stat. § 66.0135(3), the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the BOARD, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day.

D. Payments under this Agreement are not to exceed Thirty-Five Thousand Dollars (\$35,000.00) unless increased by written amendment signed by both parties. The BOARD may from time to time amend this amount in the event the BOARD deems that additional funds are needed to complete the work described in the Scope of Services section of this Agreement.

5. Notices. Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested," addressed to the LAW FIRM at:

Allison M. Buchanan
Quarles & Brady LLP
411 East Wisconsin Ave, Suite 2350
Milwaukee, WI 53202-4426

to the BOARD at:

Grant F. Langley
City Attorney
200 East Wells Street, Suite 800
Milwaukee, WI 53202-3551

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

6. Documents.

A. The LAW FIRM agrees that at such times and in such forms as the BOARD may require, the LAW FIRM shall furnish to the BOARD such statements, records, reports, data, and information as the BOARD may request pertaining to matters covered by this Agreement.

B. All reports, studies, analyses, memoranda, and related data and material as may be developed during the performance of this Agreement shall be submitted to and be the exclusive

property of the BOARD, which shall have the right to use same for any purpose without any further compensation to the LAW FIRM other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the LAW FIRM under this Agreement are confidential and the LAW FIRM agrees that it will not, without prior written approval by the BOARD, submit or make same available to any individual, agency, public body, or organization other than the BOARD, except as may be otherwise herein provided, subject to the provisions of the Wisconsin Public Records Law.

C. If this Agreement is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Agreement shall be immediately transmitted to the BOARD at the effective date of such termination.

D. Both parties understand that the BOARD is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* The LAW FIRM acknowledges that it is obligated to assist the BOARD in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the LAW FIRM must defend and hold the BOARD harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

7. **Conditions of Performance and Compensation.**

A. **Performance.** The LAW FIRM agrees that the performance of LAW FIRM's work and services pursuant to this Agreement shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. **Additional Fringe or Employee Benefits.** The LAW FIRM shall not receive nor be eligible for any fringe benefits or any other benefits to which BOARD salaried employees are entitled to or are receiving.

C. **Taxes, Social Security, Insurance, and Government Reporting.** Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the LAW FIRM receiving payment under this Agreement shall be the sole responsibility of the LAW FIRM.

D. **Insurance.** The LAW FIRM shall be solely responsible to meet LAW FIRM's insurance needs as required by the BOARD, which shall include professional liability insurance, during the term of this Agreement or any extension thereof. The LAW FIRM agrees to maintain in force and effect professional liability insurance in an amount no less than Five Million Dollars (\$5,000,000.00) per occurrence.

E. **Subcontracting.** The LAW FIRM shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the City Attorney. If any work or services is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Agreement. The LAW FIRM shall be as

fully responsible to the BOARD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

8. Defense of Suits. In case any action in court or proceeding before an administrative agency is brought against the BOARD or any of its officers, agents, or employees for the failure, omission, or neglect of the LAW FIRM to perform any of the covenants, acts, matters, or things by this Agreement undertaken, or for injury or damage caused by the alleged negligence of the LAW FIRM, its officers, agents, or employees, the LAW FIRM shall indemnify and save harmless the BOARD and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The BOARD shall tender the defense of any claim or action at law or in equity to the LAW FIRM or LAW FIRM's insurer, and upon such tender it shall be the duty of the LAW FIRM and LAW FIRM's insurer to defend such claim or action without cost or expense to the BOARD or its officers, agents, or employees.

9. Partner Liability. Because LAW FIRM is a limited liability partnership, no partner of LAW FIRM has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control.

10. Termination of Agreement. The BOARD, acting by its City Attorney, may terminate this Agreement at any time for any reason or for no reason by giving notice in writing from the City Attorney to the LAW FIRM. If the BOARD terminates this Agreement for any reason, or for no reason, the LAW FIRM shall not be relieved of liability to the BOARD for damages sustained by the BOARD by virtue of any breach of the Agreement by the LAW FIRM, and the BOARD may withhold any payments to the LAW FIRM for the purpose of set-off until such time as the exact amount of damages due to the BOARD from the LAW FIRM is determined.

If the LAW FIRM is terminated by the BOARD as provided herein, the LAW FIRM will be paid for services actually and satisfactorily performed.

11. Changes. The BOARD may, from time to time, request changes in the scope of services of the LAW FIRM to be performed hereunder. Such changes, including any increase or decrease in the amount of LAW FIRM's compensation that are mutually agreed upon by and between the BOARD and the LAW FIRM, shall be incorporated in written amendments to the Agreement.

12. Personnel.

A. The LAW FIRM represents that it has or will secure at its own expense all personnel required in performing the services under the Agreement. Such personnel shall not be employees of or have any contractual relationship with the BOARD.

B. All of the services required hereunder will be performed by the LAW FIRM or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

C. The LAW FIRM will tender the services of Attorney Allison M. Buchanan, Partner, Attorney David Groose, Associate, and Ms. Tracy Berrones, Paralegal, for all work under this Agreement. The LAW FIRM will promptly notify the BOARD if the LAW FIRM changes the Partner assigned to perform work under this Agreement, or if LAW FIRM changes or adds an Associate to perform work under this Agreement.

13. Assignability. The LAW FIRM shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation, or any other manner), without the prior written consent of the City Attorney, provided, however, that claims for money due or to become due the LAW FIRM from the BOARD under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the City Attorney.

14. Audits and Inspections. At any time during normal business hours and as often as the BOARD, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the BOARD or such agency for examination all of its records with respect to all matters covered by this Agreement and will permit the BOARD or such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

15. Conflict of Interest.

A. Interest in Contract. No officer, employee, or agent of the BOARD who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains shall have any personal interest, direct or indirect, in this Agreement.

B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

C. Interest of LAW FIRM and Employees. The LAW FIRM covenants that no person who exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. The LAW FIRM further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The LAW FIRM further covenants that in the performance of this Agreement, no person having any conflicting interest shall be employed. An interest on the part of the LAW FIRM or its employees must be disclosed to the BOARD, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

D. The LAW FIRM agrees that no attorney who is a member of the firm and is advising or representing the BOARD pursuant to the terms of this Agreement shall undertake representation of any person in connection with any claim, proceeding, lawsuit, or other matter against the BOARD during the period in which the LAW FIRM is engaged by the BOARD under this Agreement.

16. Discrimination Prohibited. The LAW FIRM agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Additionally, no person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The BOARD and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. The LAW FIRM agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.* The LAW FIRM will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

17. Worker's Compensation Insurance. The LAW FIRM, and all subcontractors, if any, shall provide to the BOARD an affidavit or other satisfactory proof that the BOARD may require evidencing that the LAW FIRM and all subcontractors have obtained Worker's Compensation Insurance for all persons performing any work or services under the Agreement or subcontract as is required by the Worker's Compensation Act of the state of Wisconsin. No payments or disbursements under the Agreement shall be made if such proof has not been furnished.

18. Choice of Law/Venue. All disputes arising between LAW FIRM and the BOARD related to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to a dispute arising between LAW FIRM and the BOARD related to this Agreement shall be exclusively in Milwaukee County, Wisconsin, for matters arising under state law and in federal district court in the eastern district of Wisconsin for matters arising under federal jurisdiction. This section 17 "Choice of Law/Venue" shall not control the venue for the filing of a complaint by LAW FIRM as a part of its scope of services described above in Section 3.

19. Other Services. Any and all information, plans, reports, and conclusions derived or developed as a consequence or result of this Agreement may be utilized by the BOARD in such

manner and purpose as the BOARD desires or determines without permission or approval of the LAW FIRM or compensation to the LAW FIRM therefor other than herein provided.

20. Entire Agreement. This Agreement, along with Exhibit A attached hereto, is the entire binding agreement and no other terms or conditions, oral or written, shall be effective or binding unless expressly agreed to in writing by the BOARD and the LAW FIRM. In the event there is a conflict between the terms of this Agreement and Exhibit A, this Agreement shall control.

IN WITNESS WHEREOF, the LAW FIRM and the BOARD have caused this contract to be executed for and on their respective behalves as of the dates hereinafter set forth.

MILWAUKEE BOARD OF SCHOOL DIRECTORS

Date: _____

By: _____
GRANT F. LANGLEY
City Attorney

QUARLES & BRADY LLP

Date: _____

By: _____
Allison M. Buchanan
Partner

THIS CONTRACT WAS PREPARED BY
THE OFFICE OF THE CITY ATTORNEY

EXHIBIT A
Fee schedule

Partner hourly rate: \$455/hr. Time will be recorded in 6 minute increments.

Associate hourly rate: \$335/hr. Time will be recorded in 6 minute increments.

Paralegal hourly rate: \$200/hr. Time will be recorded in 6 minute increments.

Partial usage of 6 minute increment may not be rounded up.