

## LEGAL SERVICES AGREEMENT

This agreement (“Agreement”) is entered into by the City of Milwaukee (“City”) and Cade Law Group, LLC (“Law Firm”). The Agreement is effective as of the date of final execution.

### IT IS MUTUALLY AGREED BY THE PARTIES:

1. Identity of Client. Law Firm shall represent and counsel City in the matters described below.
2. Scope of Work. Law Firm shall, as an independent contractor, provide legal services and representation to City as needed and as directed by the City Attorney and his staff, exclusively in matters arising out of claims former Chief of Police Alfonso Morales has already or may yet bring against the City or its Departments, including the Board of Police and Fire Commissioners (“FPC”). City may, from time to time, request changes to Services. Such changes, including any increase or decrease in the amount of Law Firm’s compensation that are mutually agreed upon by and between City and Law Firm, shall be incorporated in written amendments to the Agreement.
3. Term. This Agreement shall become effective upon final signature and shall terminate as of December 31, 2021 unless otherwise terminated as provided for herein or extended by mutual agreement of the parties.
4. Performance. Law Firm agrees that the performance of the Services and the results therefrom shall be satisfactorily carried out in a timely manner and shall conform to such highly recognized professional standards as are prevalent in the industry by personnel fully qualified to perform the Services. Law Firm agrees to comply with all federal, state and local laws, regulations, rules, or court orders.
5. Personnel. Law Firm shall secure at its own expense all personnel required to perform the Services. Law Firm and its employees, agents, officers, subcontractors, and volunteers shall not receive nor be eligible for any fringe benefits or any other benefits to which City’s employees are entitled to or are receiving. None of the Services shall be subcontracted without the prior written approval of the City Attorney. If any Services are subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Agreement. Law Firm shall be as fully responsible to City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by Law Firm.
6. Taxes, Social Security, Insurance, and Government Reporting. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions as required as a consequence of Law Firm receiving payment under this Agreement shall be the sole responsibility of Law Firm.
7. Insurance. Law Firm agrees to have and maintain the policies set forth in Exhibit A entitled “Insurance Requirements.” All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. A lapse in any required insurance coverage during the term of this Agreement shall constitute a material breach.

8. Compensation and Staffing.

a. City shall compensate Law Firm as follows:

- (1) For the services of Nathaniel Cade: \$350.00 per hour to be billed in 1/10 hour increments.
- (2) For the services of Carlos Pastrana: \$325.00 per hour to be billed in 1/10 hour increments.

b. Additional staffing. Law Firm may utilize the services of other of its attorneys, paralegals, and legal support staff, provided that Law Firm first receive written approval from City. Emailed approvals are sufficient for this purpose. Law Firm shall contact Deputy City Attorney Scott Brown at [sfbrown@milwaukee.gov](mailto:sfbrown@milwaukee.gov) and Assistant City Attorney William Davidson at [w david@milwaukee.gov](mailto:w david@milwaukee.gov) for such approvals. Law Firm shall use the most cost-effective staffing structure possible, including the use of associates and paralegals, where appropriate.

c. Administrative and Other Costs: Law Firm will not charge for copies, printing, long distance telephone, conference call services, legal research databases such as Westlaw or Lexis, or similar overhead costs in the ordinary course. Law Firm may charge City the reasonable costs for necessary mail services. To the extent Law Firm is required to travel at client request, Law Firm will obtain prior authorization, and charge actual and reasonable costs of such travel to City.

d. If, as a result of the engagement, Law Firm is required to produce documents or appear as a witness in connection with any litigation, arbitration, mediation, investigation, or regulatory proceeding involving City, City also agrees to pay the actual costs and expenses (including attorney and staff time at the agreed hourly rates) reasonably incurred by Law Firm in connection with such requirement.

e. Payments under this Agreement shall not exceed Forty Thousand Dollars and 00/XX (\$40,000.00) unless otherwise agreed to in writing by the parties.

f. Documentation of Costs. Law Firm shall ensure that all fees and costs it incurs pursuant to this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

9. Billing.

a. Invoices. Law Firm shall submit an itemized bill for its services no less than monthly to [sfbrown@milwaukee.gov](mailto:sfbrown@milwaukee.gov) and [w david@milwaukee.gov](mailto:w david@milwaukee.gov). City agrees to pay the bill upon approval of the City Attorney that the charges are reasonable and that the work was necessary to perform. Itemized invoices shall show work hours spent by each individual staffed under this Agreement as well as any costs and expenses arising out of the same.

b. Prompt Payment. Pursuant to Common Council File No. 101137, if City does not make payment within 45 days after receipt of the Invoice, City shall pay simple interest beginning with the 31st calendar day after submission of the Invoice at the rate of one percent per month. No attorney's fees, expenses, or other collection costs may be billed to City unless otherwise agreed in writing. The City may dispute any incorrect charges, charges disallowed by this Agreement, or charges for work, services, or deliveries that were incomplete, incorrectly done, defective, damaged, or the like. No interest shall be applied to any outstanding amounts where Law Firm has been sent notice that the amount owed to Law Firm is subject to a good faith dispute within 45 days of the receipt of the Invoice. City's failure to pay in a timely fashion does not relieve Law Firm of its obligation to perform the

services for which it has been retained. In the event that the 45th day after receipt of the Invoice is a Saturday, Sunday, or national holiday payment may be made on the following business day without interest being owed to Law Firm. Consistent with Wis. Stat. § 66.0135(3), Law Firm shall pay any of its subcontractors for satisfactory work within seven (7) days of Law Firm's receipt of payment from City or seven (7) days from receipt of an invoice from the subcontractor, whichever is later. If Law Firm fails to make timely payment to a subcontractor, Law Firm shall pay interest to the subcontractor at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day after Law Firm's receipt of payment from City or receipt of an invoice from the subcontractor, whichever is later.

c. Tax Exemption. City is exempt from the payment of all federal taxes. Registration No. A-245518 for tax-free transactions is on file with the Milwaukee Office of the Internal Revenue Service. City is exempt from Wisconsin sales or use tax under Section 77.54(1) and (9a), Wisconsin State Statutes. City's Wisconsin Sales and Use Tax Exemption number is ES 44381. Invoices to City may not include costs for Federal excise and Wisconsin sales taxes.

10. Termination. City may, at any time and for any reason, instruct Law Firm in writing to cease activities. Similarly, Law Firm reserves the right to terminate its representation at any time upon 30 days' notice to City. City agrees to execute any documents reasonably necessary to permit Law Firm to withdraw from representing City, and to promptly pay all fees, costs, and disbursements incurred through the date of termination after receipt of a final invoice. In the case of termination by either party, Law Firm will promptly take the steps necessary to conclude Law Firm's representation. Those steps include preparing the materials appropriate for transferring the matter to another counsel, if requested.

11. Electronic Communications. It is likely that during the course of this engagement both City and Law Firm will use electronic devices and Internet services (which may include unencrypted wired or wireless e-mail, cellular telephones, voice over Internet, electronic data/document web sites, and other state of the art technology) to communicate and to send or make available documents. Law Firm will maintain policies, procedures, and technological/licensing infrastructure sufficient to secure its communications as is considered reasonable in its industry.

12. Amendment. This agreement shall not be altered, changed, or amended except by written instrument executed by both parties hereto. As to the scope of representation of this Agreement, this Agreement supersedes any previous engagement letter or agreement between City and Law Firm.

13. Notices. Except as otherwise specified herein, notices shall be in writing and deemed served upon the same with the United States Postal Service. Notices shall be addressed to:

**Cade Law Group**

Attention: Attorney Nathaniel Cade  
P.O. Box 170887  
Milwaukee, WI 53217

**City of Milwaukee – Office of the City Attorney**

City Attorney Tearman Spencer  
Frank P. Zeidler Municipal Building  
841 North Broadway, 7th Floor  
Milwaukee, WI 53202-3653

*With electronic copy to:* Deputy City Attorney Scott Brown at [sfbrown@milwaukee.gov](mailto:sfbrown@milwaukee.gov) and Assistant City Attorney William Davidson at [wadavid@milwaukee.gov](mailto:wadavid@milwaukee.gov).

14. Jurisdiction, Venue, and Choice of Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.

15. Indemnification and Defense of Suits. In case any action in court or proceeding before an administrative agency is brought against the City or any of its officers, agents, or employees for the failure or neglect of Law Firm in whole or in part 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 Law Firm, its officers, agents or employees, Law Firm shall indemnify and save harmless the City and any of its officers, agents, or employees from all losses, damages, costs, expenses, judgements, or decrees arising out of such action that result from Law Firm's negligent acts or failure to act.

16. Public Records and Records Retention. Law Firm understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third party, the records of Law Firm that are "produced or collected" by Law Firm under this Agreement ("Records"). Law Firm is further directed to Wis. Stat. §19.21, et. seq, for the statutory definition of Records subject to disclosure under this paragraph, and Law Firm acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, Law Firm is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to City if, in City's determination, City is required to produce the Records to a third party in response to a public records request. Law Firm's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement.

17. Reports and Information. Law Firm shall furnish the City Attorney with such statements, records, reports, data, studies, analysis, memorandum, records, information, and related data and materials created as a result of this Agreement (collectively "Documents") as City may reasonably request pertaining to matters covered by the Agreement. 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 City, which shall have the right to use same for any purpose without any further compensation to Law Firm other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by Law Firm under this Agreement are confidential and Law Firm agrees that it will not, without prior written approval by City, submit or make same available to any individual, agency, public body, or organization other than City, except as may be otherwise herein provided, subject to the provisions of the Wisconsin Public Records Law.

18. Audits and Inspections. Law Firm shall make the Documents available to City to allow City to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement any time during normal business hours and as often as City may, in its sole discretion, deem necessary.

19. Nondiscrimination. It is City's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories ("Protected Classes"),

pursuant to Milwaukee Code of Ordinances (“MCO”) Section 109-9. Contractors and their subcontractors employing any resident of City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of City of Milwaukee for work under this Agreement.

20. Severability. If any term of this Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by City. If such invalid and unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term as determined by City cannot be created, the party materially and adversely impacted shall be allowed to terminate the Agreement pursuant to the section entitled “Termination.” Should any local, state or national regulatory authority having jurisdiction over City enter a valid and enforceable order upon City which has the effect of changing or superseding any term or condition of the Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Agreement shall remain in effect and be modified or terminated in the manner provided for by this Section.

21. Remedies and No Waiver. Nothing in this Agreement shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which City is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind City.

22. Survival. Any section which by its/their meaning is implied to survive termination shall continue in force and effect following the termination or expiration of the Agreement including but not limited to Sections 8(d), 13-18, 20-22, & 24.

23. Slavery Disclosure Affidavit. All vendors in existence during the “slavery era” (prior to 1865), contracting with City, shall complete an affidavit prior to entering into a contract verifying that it has searched any and all company records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

24. Assignment. Law Firm shall not assign any interest in this Agreement and shall not transfer any interest in the same in any manner without the written consent of the City Attorney provided, however, that claims for money due or to become due Law Firm from City 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 City.

25. Conflict of Interest. The City of Milwaukee’s Common Council waived Law Firm’s conflicts of interest relating to three matters Law Firm currently has pending against the City of Milwaukee pursuant to the Immediate Adoption Resolution, Common Council File Number 201380 adopted February 9, 2021.

26. Entire Agreement. The Agreement constitute the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties and covenants between the parties concerning the subject matter hereof.

*{Signature Page To Follow}*

