

FIRST AMENDMENT TO THE CONTRACT FOR LEGAL SERVICES

BETWEEN

CITY OF MILWAUKEE, WI

AND

EMILE BANKS & ASSOCIATES, LLC

THIS FIRST AMENDMENT (“Amendment”) to the Contract for Legal Services (“Contract”) between the City of Milwaukee (“City”) and Emile Banks & Associates, LLC (“Law Firm”), each a “Party” and collectively the “Parties”, is effective on the date by which both Parties have signed below, provided that this Amendment is approved by a resolution that has been adopted by the Common Council of the City of Milwaukee and that has been signed by the Mayor of the City of Milwaukee.

WHEREAS, The Parties entered into the Contract on or about January 6, 2020, and, pursuant to its scope, Law Firm was to provide legal services and representation to City, specifically through Law Firm’s representation of MaryNell Regan in the matter of *Susan Bodden-Eichsteadt v. City of Milwaukee, Alfonso Morales, and MaryNell Regan*, U.S. District Court Case No. 19-CV-1556;

WHEREAS, On or about February 12, 2021, City requested that Law Firm also perform representation in the same matter for Alfonso Morales.

WHEREAS, Law Firm submitted to City an invoice, dated November 30, 2021, for legal services performed by Law Firm between February 7, 2020, and November 29, 2021; and

WHEREAS, The balance due under Law Firm’s invoice dated November 30, 2021, contravened Section 4.D. of the Contract, providing that payments under the Contract shall not exceed \$20,000;

WHEREAS, The Parties agreed for Law Firm to continue the representation; to reduce the balance due under the invoice dated November 30, 2021, to an amount equal to the Contract’s not-to-exceed amount, with prospective services to be subject to negotiating an amendment and extension to the Contract; and, on or about January 20, 2022, City paid Law Firm \$20,000 for services listed in the invoice dated November 30, 2021;

WHEREAS, The matter for which Law Firm was to provide services under the Contract concluded on or about February 7, 2022;

WHEREAS, Law Firm submitted to City an invoice, dated August 31, 2024, for legal services performed by Law Firm between December 7, 2021 and January 24, 2022; and

WHEREAS, City and Law Firm now agree to the following:

- (i) The balance due as stated in Law Firm’s invoice dated August 31, 2024, shall be reduced by 10%. As such, the balance due shall be adjusted from \$26,462.80 to \$23,816.52.
- (ii) Law Firm’s invoice dated August 31, 2024, as modified pursuant to the immediately preceding provision, shall be the final invoice in the matter for which Law Firm has provided services under the Contract, no further services for payment are to be performed by Law Firm, and no further request for payment shall be requested by Law Firm nor

allowed by City. Notwithstanding the foregoing, Law Firm shall not be relieved of any obligation, term, or condition of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1.) Section 4.D. of the Contract is amended and restated as follows:

Payments under this contract are not to exceed \$43,816.52. In light of City's prior payment of \$20,000, dated January 20, 2022, and for purposes of clarity, Contractor's invoice dated August 31, 2024, and adjusted to \$23,816.52 shall be the final balance due and owing to Law Firm under the Contract.

- 2.) Section 3 of the Contract is amended and restated as follows:

The LAW FIRM shall provide legal services and representation to the CITY as needed in reference to the following: represent MaryNell Regan and Alfonso Morales in the matter of *Susan Bodden-Eichsteadt v. City of Milwaukee, Alfonso Morales and MaryNell Regan*, U.S. District Court Case No. 19-CV-1556. The representation under the aforementioned matter is deemed complete on or about February 7, 2022, and shall be reflected in the TIME OF PERFORMANCE indicated on p.1 of the Contract.

- 3.) Section 20 of the Contract is created to state as follows:

20. Confidentiality. Any information provided by City to Law Firm in connection with this Contract (whether written, oral, taped, computerized or other electronic form or format) ("Confidential Information") shall be kept strictly confidential by Law Firm. Law Firm shall not disclose or divulge any of the Confidential Information to any third-party, except for to its agents, employees, representatives, and contractors which have a reasonable need to know such Confidential Information. Law Firm shall be liable for any damages resulting from the disclosure of such Confidential Information by its agents, employees, representatives, and contractors. The obligations contained in this Section shall survive termination of the Contract and continue into perpetuity. The provisions of this Section are in addition to and not instead of the duties of attorney-client privilege and duties of confidentiality that Law Firm owes to City under Wisconsin Supreme Court Rules applicable to the attorney-client relationship.

- 4.) Section 21 of the Contract is created to state as follows:

21. Remedies and No Waiver. Nothing in this Contract 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.

- 5.) Section 22 of the Contract is created to state as follows:

22. Survival. Any section of the Contract by which its/their meaning is implied to survive the TIME OF PERFORMANCE or termination shall continue in full force and effect

following the expiration or termination of the Contract, including but not limited to Sections 4.D, 5, 6, 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 21, and 22.

- 6.) These changes constitute the entire amendment to the Contract. All other covenants, provisions, terms and conditions of the Contract shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Contract for Legal Services:

CITY OF MILWAUKEE,
a municipal corporation:

EMILE BANKS & ASSOCIATES, LLC:

By: _____
Evan Goyke, City Attorney

By: _____
Emile H. Banks, Jr.

Date: _____

Date: _____

Resolution: _____

COUNTERSIGNED:

By: _____
Bill Christianson, City Comptroller

Date: _____

1081-2019-2354