

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this 1st day of July, 2007 by and between City of West Allis, a political subdivision of the State of Wisconsin, hereafter referred to as the "City," and Quarles & Brady LLP, hereinafter referred to as "Counsel";

WITNESSETH

WHEREAS, the City requires on a continuing basis, the services of a bond counsel for the issuance of City bonds, notes and other debt financing; and the services of special counsel to assist with the planning, development and implementation of various redevelopment initiatives and blight elimination projects as well as to assist the City Attorney with certain other matters as requested; and

WHEREAS, the City wishes to continue to utilize Counsel for such services which it has provided since 1993; and

WHEREAS, it is necessary and desirable at this time to enter into an updated agreement for such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Counsel agree as follows:

I. SCOPE OF SERVICES

- A. Bond Counsel. Upon request of the City Administrative Officer, Clerk/Treasurer and/or the Finance Manager/Comptroller, Counsel agrees to provide bond counsel services as follows:
1. Assist in planning and evaluation of alternate financing and structuring of bond/note issues and, where appropriate, prepare enabling legislation or constitutional amendments.
 2. Prepare or supervise the bond/note proceedings, including preparation of documents necessary or appropriate to the authorization, issuance, sale, and delivery of the bonds/notes.
 3. Assist in various aspects of preparing the official statement or other disclosure documents to be disseminated in connection with the sale of the bonds/notes.
 4. Obtain from governmental authorities such approvals, rulings, permissions, and exemptions as bond counsel determines are necessary or appropriate with respect to the issue.

5. Render opinions on such related matters as:
 - a. the applicability of particular provisions of federal and state securities law;
 - b. the applicability of tax provisions governing estate and gift taxation;
 - c. the eligibility of the bonds/notes for investment by various fiduciaries and other regulated investors;
 - d. the status of the bonds/notes and related obligations under the laws relating to creditors' rights; and
 - e. the validity and enforceability of security agreements, indentures, and other documents related to the bonds and their security.
 6. Assist in presenting information to rating organizations and insurers.
 7. Assist in other specified activities related to the bonds/notes, including attending meetings, providing oral and written advice and consultation with City officials and financial advisors, informing the City of tax law changes, and preparing closing documents and report transcripts.
 8. Our Bond Counsel opinions and any other opinions we may give will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase prices and will be based on facts and law existing as of their date. Upon delivery of an opinion, our responsibilities will be concluded with respect to the financing in question; specifically, but without implied limitation, we do not undertake (unless subsequently separately engaged) to provide continuing advice to any party concerning such Bonds or to participate in any Internal Revenue Service audit relating to such Bonds.
- B. Special Counsel. Upon request of the City Attorney and/or the Director of Development, Counsel agrees to provide supportive legal services in connection with various community development initiatives (such as blight elimination projects, tax incremental districts, and the development of industrial sites) to be funded by bond/note issues or other financing vehicles; such services to include consultation, advice, and/or representation regarding the interpretation and application of federal and state statutes and regulations, the acquisition and/or disposition of real property in connection with such initiatives, as well as related environmental law concerns. Counsel also may be requested by the City Attorney or his designee to provide certain additional supportive legal services, including serving as Special Counsel for conduit revenue bond financings at the hourly rates set forth below.

II. TERM

- A. Term. The term of this Agreement shall commence as of July 1, 2007 and continue for a period of twelve months to July 1, 2008. The term of the Agreement may be renewed annually for additional twelve month periods through July 1, 2010.

The agreement shall be automatically renewed for successive twelve month periods as set forth above unless terminated by either party by giving written notice to the other party no less than 120 days prior to the date of commencement of any subsequent term.

- B. Work in Progress. Representation with respect to all pending matters on the termination date of this Agreement shall continue to conclusion unless also terminated in writing by the City. Representation on all matters continued after the termination date shall be in accordance with the terms and conditions of this Agreement, unless otherwise agreed in writing by the parties.

III. COMPENSATION

- A. Bond Counsel Service. Statements of Counsel for services provided under this Agreement as Bond Counsel for City debt financings shall be based on the schedule of basic fees set forth in Exhibit A attached hereto and made a part hereof. These statements shall be submitted, together with detail with respect to other than customary services on such financing, upon completion of each such financing. The schedule of basic fees shall cover all services customary for Bond Counsel to perform in a financing of that nature, as well as advice related to Bond Counsel services readily known to Counsel because of its expertise. Counsel shall inform the City prior to performing any other than customary Bond Counsel services, which would be charged in addition to the basic fee.
- B. Other Services. Services and advice not related to Bond Counsel services (“Other Services”) such as time related to community, real estate and industrial development, environmental questions and litigation will be billed on a time basis at least quarterly.
- C. Statements. Statements submitted by Counsel (i) for any Bond Counsel services apart from those covered by the basic fee and (ii) for Other Services shall identify in detail each service provided, the amount of time expended on each service, the date the service was performed, the person or persons who have performed the service, and the billing rate of each person. Statements for services shall be payable within thirty days of receipt. Hourly rates will be commensurate with experience and level of expertise required for partners ranging from \$275.00 to \$375.00 per hour; for associates from \$185.00 to \$205.00 per hour; and for legal assistants from \$85.00 to \$165.00 per hour. Counsel shall also be reimbursed for out-of-pocket costs and

disbursements for such things as reproduction of documents, express deliveries, and travel.

IV. CONFLICTS OF INTERESTS

Counsel shall make prompt disclosure to City if any representation provided under this Agreement may be directly adverse to another client; or such representation may be materially limited by Counsel's responsibilities to another Client or to a third person, or by Counsel's own interests. Counsel shall not undertake any such representation unless full disclosure is made to the City and the City consents in writing after consultation.

V. PROFESSIONAL STANDARDS

It is expected and Counsel will provide representation that shall meet the professional standards of practitioners that are expert in the field in question.

Except to the extent this Agreement may impose a greater degree of care of conduct, Counsel will in all other respects strictly adhere to the Rules of Professional Conduct For Attorneys, SCR Chapter 20.

VI. DESIGNATED PERSONNEL

Mr. Brian G. Lanser has been assigned by Counsel as the primary attorney responsible for the provision of legal services to the City and no substitution shall be made in that assignment without the prior written consent of the City.

VII. NONDISCRIMINATION

Counsel agrees to comply with all applicable federal, state, and local nondiscrimination laws, rules, and regulations which requires Counsel not to discriminate against individuals on the basis of race, religion, color, national origin, age, sex, material or veteran's status, disability or any other legally protected status.

VIII. INDEPENDENT CONTRACTOR

The relationship of Counsel to the City is that of an independent contractor with respect to all services performed under this Agreement. Counsel represents that it has, or will secure, at its own expense, all personnel required in performing services under this Agreement. No employee of Counsel, while engaged in performing any work or services required under this Agreement, shall have a contractual relationship with City, nor shall such persons be considered employees of the City.

IX. INDEMNIFICATION

Counsel shall indemnify and hold harmless the City and its employees from and against any and all losses, claims, damages, and expenses, including legal fees for defense, or liabilities, collectively, "Damages," caused by any wrongful, intentional, or negligent act, error, or omission, of Counsel or its agents. Neither party will indemnify the other from or against damages by reason of changed events and conditions beyond the control of either or errors of judgment reasonably made.

X. ASSIGNMENT

This agreement shall not be assigned by either party without the prior written consent of the other.

XI. PROFESSIONAL LIABILITY INSURANCE

Counsel shall, throughout the term of this Agreement, maintain statutory workers compensation coverages required by Chapter 102 of the Wisconsin Statutes, as amended, for all of employees providing services under this Agreement; and professional liability/malpractice insurance providing limits of at least \$25,000,000 per occurrence and in the aggregate.

XII. NOTICES

Notices to the City provided for in this Agreement shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to Paul M. Ziehler, City Administrative Officer, Clerk/Treasurer, with a copy to the City Attorney, City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214, and notices to Counsel shall be sufficient if sent by Quarles & Brady LLP, 411 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-4497, Attention: Brian G. Lanser, or to such other respective addresses as the parties may designate to each other in writing from time to time.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date and year above written.

CITY OF WEST ALLIS

QUARLES & BRADY LLP

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____