

AGREEMENT FOR LEGAL SERVICES
JULY 1, 2009 – DECEMBER 31, 2012

It is hereby agreed by and between the City of Stoughton, Wisconsin, hereinafter referred to as the “City,” and the law firm of Stafford Rosenbaum LLP, hereinafter referred to as “City Attorney,” as follows:

1. *Term of Agreement.* The term of this Agreement shall commence July 1, 2009 and shall terminate December 31, 2012, subject, however, to the termination provisions of paragraph 6.
2. *Duties and Responsibilities.* The City hereby retains the City Attorney to provide such municipal legal services as shall, from time to time, be requested in accordance with the City’s CITY ATTORNEY CONTACT POLICY attached as Attachment A. The City Attorney may assume that requests for legal services that are made by or authorized by the Mayor, the City Council, the City Clerk, the Finance Director, the Police Chief or the Planning Director are in accordance with the City’s Attorney Contact Policy.
3. *Compensation.* The City shall pay for legal services on a combination fixed fee / hourly basis as follows:
 - A. July 1, 2009 through December 31, 2010.
 - (1) Fixed Fee Services - \$4,000 per month. The City shall pay a monthly fixed fee of \$4,000 which shall serve as the City Attorney’s compensation for the following services:
 - a. Attendance at regular City Council meetings (not to exceed two meetings each month). The fixed fee will also serve as the City Attorney’s compensation for up to one hour of time preparing with City staff for, and travel time and expense for attending, up to two regular City Council meetings each month.
 - b. Prosecution of ordinance violations in municipal court. The fixed fee shall not cover appeals from municipal court or trials in circuit court.

(2) Hourly Services. Services not covered by the flat fee shall be billed on an hourly basis, as follows:

- a. Partners \$170
- b. Associates \$160
- c. Paralegals \$105

B. January 1, 2011 through December 31, 2012.

(1) Fixed Fee Services - \$4,200 per month. The City shall pay a monthly fixed fee of \$4,200 which shall serve as the City Attorney's compensation for the following services:

- a. Attendance at regular City Council meetings (not to exceed two meetings each month). The fixed fee will also serve as the City Attorney's compensation for up to one hour of time preparing with City staff for, and travel time and expense for attending, up to two regular City Council meetings each month.
- b. Prosecution of ordinance violations in municipal court. The fixed fee shall not cover appeals from municipal court or trials in circuit court.

(2) Hourly Services. Services not covered by the fixed fee shall be billed on an hourly basis, as follows:

- a. Partners \$175
- b. Associates \$165
- c. Paralegals \$110

C. When the City Attorney is asked to provide legal services on a project that will be billed on an hourly basis, the City Attorney shall use reasonable efforts to estimate whether the project will require more than 6 hours of legal services to complete. If the City Attorney determines or estimates that a project will require more than 6 hours to complete, the City Attorney will so inform the City. The City may limit the number of hours the City Attorney is authorized to expend on a project without further authorization from the City, and under those circumstances the City Attorney will not exceed the number of hours authorized without further authorization from the City. The City and City Attorney may develop mutually agreeable plans for managing the costs of projects.

- D. The City shall reimburse the City Attorney for time spent traveling on City-related business that is not covered by the above fixed fees at the hourly rates set forth in Sections A(2) and B(2) above.
 - E. The City shall reimburse the City Attorney for all expenses the City Attorney incurs in connection with services provided to the City.
 - F. The City Attorney shall provide to the City Finance Director an itemized statement each month that shows the total time worked and the nature of the work performed and the amount due the City Attorney. The City shall pay any amounts due within 30 days of receipt of such an itemized statement.
4. *Conflict of Interest.* The City Attorney will notify the City of any real or potential conflict of interest regarding the City Attorney's representation of the City. The City Attorney may decline or withdraw from representation of the City in a matter as a result of any real or potential conflict of interest.
 5. *Termination.* Either party, upon written notice to the other, may terminate this Agreement without cause upon the expiration of 90 days from the delivery of such written notice to the other party. In the event the City Attorney is unable to represent the City in any matter as a result of a conflict of interest, the City may terminate this Agreement immediately upon delivery of written notice of termination to the City Attorney. In the event of termination, the City Attorney will be compensated for services rendered and expenses incurred prior to such termination in accordance with the terms set forth above.
 6. *Personnel.* It is understood that the City has engaged Stafford Rosenbaum to serve as the City Attorney based on the experience and qualifications of certain individual attorneys. In particular, it is understood that Matthew Dregne will be primarily responsible for matters other than ordinance prosecution, and Jon Evenson will be primarily responsible for ordinance prosecution. The City understands that partners and associates other than Mr. Dregne and Mr. Evenson may provide legal services to the City as well. If the City decides that it is not satisfied with the individuals who are performing legal services for the City, for any reason, the City may terminate this Agreement immediately upon delivery of written notice of termination to the City Attorney. In the event of termination, the City Attorney will be compensated for services rendered and expenses incurred prior to such termination in accordance with the terms set forth above.
 7. *Return of City Records.* The City Attorney shall return to the City all City Records and files upon termination or expiration of this Agreement.

8. *Non-Assignment.* The City Attorney's rights and obligations under this Agreement are not assignable without the City's prior written consent.
9. *Modification of Agreement.* No modification of this Agreement will be valid unless it is in writing and is duly executed by both parties. The parties further agree that the provisions of this paragraph may not be waived, except as specifically herein set forth.

CITY OF STOUGHTON

Date

By _____
James S. Griffin, Mayor

Date

By _____
Luann J. Alme, City Clerk

STAFFORD ROSENBAUM LLP

Date

By _____
Matthew P. Dregne, Partner