

AGREEMENT FOR LEGAL SERVICES

The City of Milton hereby retains the law firm of CONSIGNY LAW FIRM, S.C., (hereinafter "Law Firm"), to represent the City of Milton, (hereinafter "City"), and to provide general legal services as requested by the City.

RETAINER: The City will pay a retainer in the amount of Two Thousand Nine Hundred Eighty Dollars (\$2,980.00) per month for general services and Two Thousand Two Hundred Twenty Dollars (\$2,220.00) for municipal court services, for a total monthly retainer of Five Thousand Two Hundred Dollars (\$5,200.00) per month. For the purpose of this Agreement, general services shall include all legal work performed by the Law Firm on behalf of the City except for the following:

- A. Services normally reimbursed by third parties such as Development Agreements, Pre-Annexation Agreements and other services for which a reimbursement agreement has been entered into between the City and a third party.
- B. Formation of tax increment districts.
- C. Labor negotiations and related arbitration or litigation. (Interpretation of labor contract constitutes general services).
- D. Non-municipal court litigation including municipal court appeals to Circuit Court; litigation where retained by the insurance carrier for the City; and litigation involving appearances before administrative authorities; attendance at meetings of governmental entities other than the Common Council and special meetings of the Common Council.

FEES: Fees for work not considered general legal services or municipal court services, shall be at the rate of \$160 per hour for attorneys and \$90 per hour for legal assistants.

DISBURSEMENTS: The City will reimburse the Law Firm for costs such as filing fees, service of process expenses, expert witness expenses, witness fees, deposition expense and other litigation-related expense. In addition, the City will reimburse the Law Firm for mileage expense charged at the IRS rate and for the cost of long distance telephone calls.

MONTHLY BILLS: The City understands and agrees that the Law Firm shall bill the City on a monthly basis for legal services and well as disbursements. The City understands and agrees that the monthly bills are payable upon receiving the statement. If the City has any objection to the statement, it will communicate such objection to the Law Firm within 20 days of the statement date, or the objection is deemed waived. If City determines to pay its monthly bill other than by credit card, it will so notify Law Firm no later than the first day of the month following the month being billed (i.e., notify by November 1st for October bill.)

TERM: The term of this Agreement shall be January 1, 2023 through December 31, 2025.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

MODIFICATION OF AGREEMENT: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

GOVERNING LAW: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.

LIMITED LIABILITY ORGANIZATION DISCLOSURES: In compliance with Wisconsin Supreme Court Rule 20:5.7, the City has been informed that the Law Firm is organized as a Wisconsin service corporation. Under Wisconsin law and applicable Wisconsin Supreme Court Rules, attorneys organized as a service corporation may choose to practice law as a “limited liability organization” and the attorneys in the Law Firm have chosen to do so. What this means is that the law shields the owners of this firm from vicarious liability. This means that in the event of an error, the Law Firm and its insurer may be liable, as may the attorneys who worked on or directly supervised the matter, but not other attorneys who did not work on or directly supervise the matter.

In addition, Wisconsin Supreme Court Rules require that attorneys practicing as a limited liability entity must register annually with the State Bar of Wisconsin and must maintain professional liability insurance with minimum levels mandated by the applicable Wisconsin Supreme Court Rules.

DATED this _____ day of _____, 2022.

CITY OF MILTON

By: _____
Anissa Welch
Mayor

Attest:

By: _____
Jenny Salvo
Clerk

CONSIGNY LAW FIRM, S.C.

By: _____
Mark A. Schroeder
President