

## CONTRACT FOR LEGAL SERVICES

The City of Columbus, a Wisconsin municipal corporation (the “City”) hereby retains the firm of Reuter, Whitish & Evans, S.C. (the “Firm”), to provide legal representation to the City as requested from time to time by, or at the direction of, the City Council or City Administrator, on the terms and conditions contained in this Agreement.

1. SCOPE OF SERVICES. The Firm will provide all legal services required by the City. Notwithstanding the foregoing, the Firm may decline to provide services in any particular matter if it determines, in its reasonable judgment, that providing such services would violate the Rules of Professional Responsibility for Attorneys in Wisconsin, including conflicts of interest in any particular matter. The Firm may also recommend that the City retain outside counsel in any matter if the Firm believes doing so would be in the best interests of the City. The Firm will coordinate the services of outside counsel when appropriate.

2. CONFLICT WAIVER. The City is aware that the Firm represents other municipalities and that presently the Firm is representing two other municipalities as part of an intergovernmental agreement for IT services through one IT provider. The City is also pursuing participating in that same IT consortium. To the extent there is any conflict with the Firm continuing to represent any municipality other than the City with respect to the IT consortium, the City waives any such conflict and agrees that the Firm may continue to represent any other municipality in that matter. The City will also notify the Firm if it intends for the Firm to represent the City in the same matter.

3. FEES. The Firm’s fees for services performed under this agreement shall be based upon the following hourly rates:

|                                                       |                                                                                  |
|-------------------------------------------------------|----------------------------------------------------------------------------------|
| General Municipal Matters:                            | \$225.00 for Attorneys Evans and Reuter.<br>\$185.00 for any associate attorney. |
| Development and Tax<br>Incremental Financing Matters: | \$295.00 for Attorneys Evans and Reuter.<br>\$225.00 for any associate attorney. |

The Firm reserves the right to increase its hourly rates in the future with advance written notice to the City. The above rate will not be increased for two (2) years from the date of this Agreement, and notice will be provided no later than August 1st of each year regarding any future increases so that the City may factor in any rate increases as part of its budgeting process.

4. EXPENSES. If authorized by the City, the Firm may retain any individuals and entities to perform services necessary for investigation or completion of legal services. The City agrees to pay the fees or charges of every such person or entity hired by the Firm to perform those services. The City acknowledges that the Firm will incur routine expenses in providing services to it. The City agrees to reimburse the Firm for all out-of-pocket expenses it pays. Such expenses may include, but are not limited to, service and filing fees, courier or messenger

services, preparation of transcripts for court, witness fees, recording and certifying fees, copying, mileage, travel expenses, postage and computer research. The Firm does not charge for telephone expenses, clerical or administrative services, facsimile transmissions or receipts or other general overhead items. Photocopies made in-house will be charged at the rate of \$0.20 per page (black & white) or \$0.50 per page (color).

5.      **TRANSITION.** The Firm agrees to review and acquire a general familiarity with current ordinances at no cost to the City. The Firm will also meet with City staff at the time of hiring to discuss specific procedures and familiarize the Firm with general City operations at no cost to the City. The Firm will also work with the current City Attorney for transition of any files and ongoing projects.

6.      **BILLING.** Fees, charges and expenses will be billed on approximately a monthly basis as they accrue. Payment is due within 30 days of invoicing.

7.      **DESIGNATED CONTACT.** The City Administrator shall be the City's primary contact with the Firm.

8.      **TERMINATION.** The City may, if unsatisfied with the Firm's services for any reason or for no reason, discharge the Firm at any time with the understanding that the Firm will be paid all accrued fees and expenses. After an initial 3 year term, the Firm may also terminate its services to the City at any time, provided it may do so consistent with the applicable Rules of Professional Responsibility. Unless continued representation would require the Firm, or its attorneys, to violate such rules, the Firm will provide reasonable notice prior to terminating its services. Firm shall deliver all documents and records of the City to the City, or to legal counsel designated by the City, and assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel.

9.      **INDEPENDENT CONTRACTOR.** The parties acknowledge and agree that the Firm is an independent contractor, and the City is not obligated to provide statutory or other fringe benefits to the Firm or its employees.

10.     **TERM.** This Agreement shall take effect on the date executed by both parties and shall continue in effect until terminated by either party as provided in Section 8. Notwithstanding the foregoing, the parties intend for this Agreement to be a 3 year initial term, with the agreement automatically renewing annually after 3 years if neither party notices the other 30 days in advance of the end of the then current term. The start date for commencement of legal services will be as determined by the City.

11.     **NOTICE OF LIMITED LIABILITY.** The notice of limited liability of the Firm is attached hereto to this Agreement.

12.     **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof.

**CITY OF COLUMBUS**

By: \_\_\_\_\_  
Joe Hammer, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Susan Caine, City Clerk

Date: \_\_\_\_\_

**REUTER, WHITISH & EVANS, S.C.**

By: \_\_\_\_\_  
Daniel J. Evans, Partner

Date: \_\_\_\_\_

## **Notice of Limited Liability**

The Wisconsin Supreme Court has adopted rules requiring all law firms organized as “limited liability entities” to provide their clients with a disclosure regarding their limited liability status. This written disclosure is being given to you in order to comply with those rules.

Reuter, Whitish & Evans, S.C. is organized as a service corporation (S.C.), which is a form of limited liability entity under the Wisconsin Service Corporation law. In the event that malpractice would occur in the course of our representing you, you are protected by the firm’s malpractice insurance policy and the assets of the firm. In addition, any attorney who works on your case may be personally liable to you for his or her own acts of negligence in that representation as well as the negligence of any attorney or staff member he or she supervises. However, because the firm is a limited liability entity, you would not be able to make a claim against the personal assets of other attorneys in the firm who were not involved in your case or other legal matter.

If you have any questions concerning service corporations, or limited liability entities in general, please feel free to discuss them with us.