

## **RETAINER AGREEMENT**

The City of Dodgeville, Iowa County, Wisconsin, agrees to retain the firm of Boardman & Clark, LLP, to perform routine legal services as described in this agreement. It is understood and agreed that Eric Hagen will be designated as the City Attorney who will have primary responsibility for handling and providing the legal services described in this agreement but that he may, from time to time, delegate other attorneys in the firm to perform legal services for the City.

The routine legal affairs of the City will be handled on a flat fee compensation basis in the amount of \$20,000.00 per calendar quarter. Routine legal affairs shall include the following services:

1. Consulting with City officials concerning the City's legal affairs and business, and drafting legal opinions thereon when requested.
2. Attending regular or special City Board meetings, committee meetings, Plan Commission, Board of Zoning Appeals meetings and collective bargaining negotiations or mediation sessions on an as needed basis.
3. Performing legal work in connection with real estate transactions in which the City is interested, including the closing of streets and alleys, but excluding transactions involving the exercise of the right of eminent domain.
4. Prosecuting all cases brought into Iowa County Circuit Court for violations of City ordinances (the "municipal court" for purposes of this contract).
5. Prosecuting all actions for the collection of personal property taxes of the City.
6. Drafting ordinances and resolutions excluding: (a) borrowing resolutions and supporting documentation; (b) comprehensive revisions or amendments to the City Code; and (c) comprehensive ordinances or regulations required to be adopted by the City by federal or state authorities.
7. Responding to routine auditor's requests for information on behalf of the City and its Utilities.
8. Reviewing or preparing contracts in which the City has an interest.
9. Consulting with City officials concerning collective bargaining agreement negotiations and interpretation.
10. Assisting City officials in the handling of personnel matters, including disciplinary issues, except for grievance arbitration.
11. Maintaining office hours on a regular basis consistent with other scheduled obligations (e.g. court appearances, meetings). The City Attorney shall advise the

City Clerk of scheduled office hours or changes thereto at least 24 hours in advance.

12. Other miscellaneous, routine and recurring legal work as arises from time to time.

Compensation shall be paid quarterly on March 31, June 30, September 30 and December 31.

The City shall reimburse the attorney for out-of-pocket costs and expenses incurred in representing the City's interests, such as long distance telephone charges, recording and court filing fees, fees for service of process and witness fees, abstracting or title insurance fees and extraordinary mailing or photocopying costs (i.e. for mailing an item which costs \$1.50 or more or for photocopying a document which exceeds 50 pages). The attorney will not bill mileage or other travel-related expenses unless overnight or out of county travel is required (exclusive of travel to/from the City).

The following items are excluded from routine legal services:

1. Interest and grievance arbitration, including discharge matters.
2. Quo warranto proceedings and legal representation which would be provided under any contract of insurance, liability or otherwise, in effect for the City.
3. Litigation of matters outside of small claims or municipal court procedural rules, including certiorari and mandamus proceedings.
4. Appeals or review of zoning matters in Circuit Court, other than prosecution of zoning ordinance violations and appeals or reviews of municipal court determinations.
5. Matters related to municipal finance including the issuance of municipal obligations, TIF districting and obtaining grants from federal or state authorities or agencies.
6. Matters arising under the City's power of eminent domain.
7. Election matters including referenda, recounts and recall elections.
8. Defense of administrative or forfeiture actions brought against the City or its officials by state or federal authorities.
9. Other extraordinary legal matters requiring extensive time and attention upon prior notice to City.

Legal fees for services excluded from routine legal work shall be charged at our hourly rates multiplied by the hours worked, plus reimbursement for out-of-pocket expenses as described above. The attorney shall provide an itemized statement for all such fees and expenses. Hourly rates for services excluded from routine legal work will range from \$135 to \$350. This includes the rates of attorneys, paralegals, legal assistants and clerks who may be assigned to work on matters that are

excluded from routine legal work. The hourly rates of others will vary depending upon the individual involved and the nature of the legal services being provided. Our fees for professional services will take into account additional factors, including the time and labor required, the novelty and difficulty of the issues involved, and the skill required to perform the legal services. The hourly rate for Eric Hagen, the attorney who will be primarily handling this representation is \$235.00 per hour.

This agreement shall be effective for a period of one year commencing January 1, 2024. The City has the right to terminate this agreement at any time. The attorney has the right to terminate this agreement at any time consistent with the requirements of Rule 20:1:16 of the Rules of Professional Conduct for Attorneys.

Dated as of this 21 day of September 2023.

CITY OF DODGEVILLE

BOARDMAN & CLARK, LLP

By:   
TODD D. NOVAK, Mayor

By:   
ERIC HAGEN

Countersigned:   
LAUREE AULIK, Clerk-Treasurer

This contract was approved by the City Council at a meeting held September 5, 2023.