

## **AGREEMENT FOR LEGAL SERVICES**

It is hereby agreed by and between the Village of Kronenwetter, a Municipal Corporation, (hereinafter “Village”) and Wolfgram, Gamoke & Hutchinson, S.C., (hereinafter “Attorneys”) that Village shall engage Attorneys to represent the Village of Kronenwetter related to any citations or prosecutions instituted by the Village of Kronenwetter Police Department subject to the terms and conditions of this Agreement.

Now therefore, in consideration of the mutual obligations and covenants herein, the parties agree as follows:

### **SECTION ONE DUTIES AND RESPONSIBILITIES**

Village hereby engages Wolfgram, Gamoke & Hutchinson, S.C. and specifically, Attorney Harold C. Wolfgram, to perform the following duties and services, unless otherwise specifically directed by order of the Village Board and/or the Village Administrator.

1. To perform the duties of Village Attorney in the specific limited role as prosecutor of any charges, citations or complaints initiated by the Village of Kronenwetter Police Department whether in the Kronenwetter Municipal Court or any other state or municipal court.

Village designates the Village of Kronenwetter Police Chief or the Municipal Court Clerk as the primary contacts from which requests for representation under this Agreement for Legal Services shall be conveyed to Attorneys. Other points of contact from the Village may be specifically authorized by the Village.

Wolfgram, Gamoke & Hutchinson, S.C. reserves the right to re-designate the appointment of specific duties under this agreement, with agreement by the Village. The purpose of this specific provision is to allow substitute legal counsel in the event of a scheduling conflict or illness.

The Village reserves the right to engage another law firm when there is a need for special representation and where the village determines said engagement is in the best interest of the Village.

### **SECTION TWO TERM**

Except as otherwise provided, the term of this Agreement shall be three (3) years commencing January 2, 2024, and terminating December 31, 2026. Upon mutual agreement of the parties, this Agreement may be extended.

Village may terminate this Agreement with not less than 60 days advance written notice at any time, termination to be effective as of the end of a calendar month. Attorneys may terminate this Agreement at any time on not less than 60 days advance written notice, termination to be effective as of the end of a calendar month.

**SECTION THREE  
COMPENSATION**

In consideration of services rendered by Attorneys, Village shall compensate Attorneys at a rate of \$185.00 per hour. Said hourly rate shall be based on one tenth of an hour increment. Attorneys shall submit to the Village Administrator a detailed itemized statement by the 5th business day following the end of each month of the Agreement reflecting the total time worked and the nature of the work performed in the previous billing period. Village shall pay any amounts due within 15 days of the receipt of the itemized statement.

Attorneys shall not bill any hourly rate for traveling to the Village of Kronenwetter or routine Municipal Court or Circuit Court appearances necessary for prosecution of Village of Kronenwetter ordinance citations, and any such required round trip shall be billed out at a \$100.00 flat rate for travel time together with mileage at the federal rate for per mile deductions. All other out of office travel time shall be billed at the set hourly rate based on time.

Village shall reimburse Attorneys for all disbursements made in connection with the services provided to Village including such items as long distance telephone calls, postage, title reports, filing fees, witness fees, subpoena fees and necessary copies at 15 cents per page. Village shall not pay Attorneys for attendance at seminars or conventions, for office equipment, or for secretarial services or charges, except compensation as provided herein does not include secretarial services for upkeep of the Village Code.

**SECTION FOUR  
CONFLICT OF INTEREST**

Attorneys shall promptly notify the Village, through the Village Administrator, of any real or perceived conflicts of interest as they arise. Attorneys shall have the right to withdraw from a matter as a result of any real or potential conflict of interest and request Village to appoint special counsel for such matters.

**SECTION FIVE  
VILLAGE RECORDS AND FILES**

During the period of this Agreement, and any extension thereof, Attorneys shall maintain copies of all files related to representation under this Agreement on their office premises, however, if any case or action which has been completed involves a file which exceeds 500 pages of documents, said file may be turned over to the Village for retention at the premises owned by the Village and the Village shall retain said file for not less than 10 years.

Upon the expiration of this Agreement without renewal, Attorneys shall promptly deliver all of the files related to the services it performed for Village to the Village or its designee, and the Village shall be responsible to maintain such records for not less than 10 years. Attorneys may retain copies of all files, however, all copies shall be produced at Attorneys' expense.

**SECTION SIX  
RELATIONSHIP OF PARTIES**

Village shall not provide secretarial services or employment benefits of any kind to Attorneys. Nothing in this Agreement shall be construed as to constitute an employment agreement, and it is agreed Attorneys are an independent contractor in regard to the services provided.

Effective this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Village of Kronenwetter, Wisconsin.

Wolfgram, Gamoke & Hutchinson, S.C.

By: \_\_\_\_\_  
Chris Voll  
Village President

\_\_\_\_\_  
Harold C. Wolfgram

\_\_\_\_\_  
Bobbi Jo Birk-LaBarge  
Clerk

Attest: \_\_\_\_\_