

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, dated_____, 2026, by and between the City of Richland Center, a Wisconsin municipal corporation (hereinafter “City”), and Murphy Desmond S.C., a Wisconsin service corporation (hereinafter the “Attorney”).

W I T N E S S E T H:

WHEREAS, the City wishes to retain Attorney to provide legal services to the City of Richland Center; and

WHEREAS, the Attorney is willing to provide such services to the City on the terms and conditions provided herein;

NOW THEREFORE, the parties hereto agree as follows:

1. **Nature of Agreement.** The City retains, employs and appoints Attorney, pursuant to § 62.09(12), Wis. Stats., to act as City Attorney for the City, to render to the City and its authorized officers legal advice, and to represent the City and its authorized officers in all matters that may be pending or may hereafter be instituted in any of the courts of the State of Wisconsin, the courts of the United States located within the State of Wisconsin, before all administrative agencies and departments of the government brought by or against the City, to prepare and/or review all contracts, undertake all collections as requested, to render legal opinions, to draft and/or review ordinances and to undertake all other legal services as the City or any of its authorized officers may request or require.

2. **Acceptance of Employment.** The Attorney accepts the obligation to perform the services set forth in this Agreement, promising City that Attorney will render to the best of the Attorney’s ability the services described herein and during the continuance of this Agreement.

3. **Staffing.** Michael S. Windle will have primary responsibility for representation of the City. He may, however, utilize other attorneys and legal assistants in the office in the best exercise of his professional judgment. Other attorneys who will most frequently be involved in service to the City are Attorney Matthew J. Fleming, Attorney William E. Morgan, Attorney Ryan Braithwaite and Attorney Katherine A. Jens.

4. **Compensation of Attorney.**

- (a) **General Municipal Legal Services.** General Counsel Services are those detailed in Attached **Appendix A**, which is incorporated by reference. For services, in 2026, Attorney shall be compensated at a rate of not more than \$225.00 per hour.
- (b) **Special Municipal Legal Services.** Special Municipal Legal Services are projects or matters beyond the scope of General Legal Services, typically those of greater complexity or which are more resource intensive. Special

Legal services may be billed at a higher rate. Upon determining that a matter is a Special Legal Service, the Attorney will seek prior consent for special rates prior to its undertaking.

- (c) No other Murphy Desmond attorney shall be billed at a rate higher than Mr. Windle's rate without the express written consent of the City.
- (d) In addition to charges for legal services, the City shall reimburse Attorney for necessary expenses including such things as mileage (other than Mr. Windle's travel to and from the Attorney's office and within the City), lodging, meals, telephone calls and deposition transcripts. Similarly, some matters require substantial amounts of costly ancillary services such as photocopying. All such costs shall be billed at cost. Time traveled is billed as time worked. Mileage for travel shall be billed at the Internal Revenue Service rate.
- (e) Murphy Desmond **will not charge** the City for the use of legal assistants or other normal secretarial work, internally generated photocopies, long distance charges, facsimiles, or standard postage. Murphy Desmond does not charge for time spent at Continuing Legal Education seminars or other similar trainings, unless specifically required to attend such trainings by its client. We will charge the City for actual overnight or other courier expenses or *externally* generated photocopy expenses incurred, if any.
- (f) Attorney shall provide City with periodic billing statements, ordinarily on a monthly basis, and City agrees to pay any balance due on such statements within thirty (30) days of receipt. The parties acknowledge that there are sometimes delays in the accrual of costs incurred. In such cases, costs may be included in a subsequent bill.

5. **Other Legal Counsel.** The City shall have the right to retain other special counsel in matters in which the Attorney is unwilling or unable to render services requested ethically or economically, or when the City determines an attorney with special expertise is needed. The determination as to when special counsel is needed shall be at the sole discretion of the City. The City shall notify the Attorney prior to retaining any other special counsel.

6. **Designated Contact.** The City Administrator shall be the City's primary contact with the Attorney.

7. **Modification of Agreement.** Any modification of this Agreement or additional obligations assumed by either party in connection with this Agreement shall be binding only if in writing and signed by authorized representatives of each party.

8. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the express prior written consent of the other party.

9. **Termination.** The term of this Agreement expires on September 3, 2027. Notwithstanding the above, the City may terminate this Agreement with at least 60 days' notice of its intent to terminate this Agreement. The parties agree to negotiate in good faith regarding the terms of any further extensions of this Agreement prior to its expiration.

10. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of Wisconsin.

11. **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.

CITY OF RICHLAND CENTER

By: _____
Ashley Oliphant, City Administrator

Attest: _____
Amanda Keller, City Clerk

MURPHY DESMOND S.C.

By: _____
Michael S. Windle
33 E. Main Street, Suite 500
P.O. Box 2038
Madison, WI 53701-2038
(608) 257-7181

APPENDIX A

Scope of General Legal Services Covered Under Retainer Agreement

For the purposes of this Legal Services Agreement “General Municipal Legal Services” shall include and consist of all legal work provided by Murphy Desmond to the City, except Special Legal Services that otherwise may be required.

General Municipal Legal Services

- Attendance at City Council meetings as requested.
- All communication with the City Administrator, Mayor, Alderpersons, and City staff concerning City business which is not specifically excluded from the legal services agreement.
- Draft or review contracts or other legal instruments as may be required by City officials.
- Review of ordinances and resolutions drafted by City staff, City officials or other third parties.
- Drafting of ordinances and resolutions.
- Drafting of legal opinions requested by City elected officials and staff
- Updates as needed regarding changing laws and other legal matters that may affect the interests of the City.
- Guidance regarding parliamentary rules of procedure, open meetings, open records, agendas, and similar procedural matters.
- Representation of the City in litigation or mediation.
- Handling proceedings before state or federal courts.
- Managing administrative hearings before state or federal agencies.
- Conducting ordinance enforcement and prosecution.
- Address complex legal matters such as development agreements, major property transactions, utility issues, environmental obligations, or public works disputes.
- Specific projects, including services for City utilities, City tax incremental districts, special assessment projects, and land development projects (including subdivisions, condominium developments, and planned unit development projects, development and pre-annexation agreements) where costs and expenses are assumed by third parties or entities.