

## AGREEMENT FOR LEGAL SERVICES

The City of Richland Center, in Richland County, hereby retains Abt Swayne Law, LLC (hereinafter "Abt Swayne"), to represent the City of Richland Center (hereinafter "City"), and to provide general legal services as requested by the City.

**FEES:** Fees for legal services shall be at the rate of \$150 per hour for attorneys and \$80 per hour for legal assistants. Billing will be at a rate of 1/10<sup>th</sup> of an hour.

**COSTS:** The City will be responsible for costs related to legal actions including filing fees and service costs, witness costs, deposition expenses and other litigation-related expenses. Abt Swayne will assume all in-county travel costs; should travel outside of the county be required, travel time will be charged at half of the hourly rate of legal services. At no time will mileage be charged to the City.

**DISBURSEMENTS:** The City will reimburse Abt Swayne for costs such as filing fees, service of process expenses, expert witness expenses, witness fees, deposition expense and other litigation-related expense.

**MONTHLY BILLS:** The City understands and agrees that Abt Swayne 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. The City will make good faith effort to remit payment within thirty days of receiving a statement; however, Abt Swayne understands and agrees that the City may from time to time take up to two months to remit payment. The City should communicate to Abt Swayne as soon as reasonably possible any mistakes in statements or questions related to statements.

**TERM:** The term of this Agreement shall be the date of signing through September 5, 2025. This Agreement shall continue annually thereon unless either party provides written notice of intentions to not renew.

**TERMINATION:** Either party may terminate this agreement at any time upon written notification. Notwithstanding, Abt Swayne would provide the City a minimum of thirty days' written notice.

**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. This Agreement does not bind the City to the use of Abt Swayne for legal services. The parties understand and agree that the City may, during the term of this Agreement, employ other attorneys as the City sees fit.


**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.


Abt Swayne Law, LLC is a registered limited liability company. The 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 3<sup>rd</sup> day of September, 2024.

**CITY OF RICHLAND CENTER**

By:   
City Administrator

Attest:

By:   
City Clerk

**ABT SWAYNE LAW, LLC**

By: \_\_\_\_\_  
Nikki C. Swayne  
Owner/Managing Attorney