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Res. No. 112 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
December 19, 2022.

A RESOLUTION authorizing the appropriate City officials to execute a conflict waiver letter prepared by Quarles & Brady LLP regarding representation of the City of Sheboygan and Advocate Aurora Health.

WHEREAS, the rules are being suspended so that this Resolution may be adopted immediately due to the fact that Quarles & Brady LLP needs to begin their representation of Advocate Aurora Health as soon as possible.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is hereby authorized to execute the conflict waiver letter, a copy of which is attached hereto.

*Suspend Rules
Adopt Res*

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



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December 13, 2022

VIA EMAIL (Charles.Adams@sheboyganwi.gov)

Charles Adams
City Attorney
City of Sheboygan
828 Center Avenue, Suite 210
Sheboygan, Wisconsin 53081

RE: Conflict Waiver - Donation of Land - City of Sheboygan

Dear Attorney Adams:

Advocate Aurora Health ("AAH") has asked us to represent it with respect to the potential donation of land to the City of Sheboygan. This firm currently represents the City of Sheboygan (the "City") with respect to other matters, unrelated to AAH or this matter. We have determined that the factual and legal issues likely to arise in the work that AAH has asked us to do appear to be unrelated to the work we have been asked to or appear likely to do for the City.

Under Wisconsin's rules of professional conduct, which apply to all Wisconsin lawyers, my firm and I may not be adverse to a current client, even on an unrelated matter, without the informed consent of each affected client. This means that we must explain to both AAH and the City the material risks and reasonably available alternatives of consenting and that I cannot proceed with AAH's request for representation unless both consent.

The proposed new matter and the existing matters in which we represent AAH are wholly unrelated and will be handled by different lawyers who are in different practice groups within the firm. For these reasons, we do not believe that there is any material risk that our commitment and dedication to the City's interests will be adversely affected. Any privileged or other confidential information acquired by us as a result of our representation of the City will not be transmitted to our lawyers who may be involved in the proposed new matter. As we discussed, the City understands that by consenting to this conflict, my firm and I will be representing AAH adversely to the City in connection with the matter referenced above. In other words, we would be adverse to the City on that matter.

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If the City has any questions that it would like me to answer prior to reaching a decision on this issue, please let me know. If it is willing to consent after appropriate review, please sign the enclosed copy of this letter in the space provided and return it to me by email.

Sincerely,

QUARLES & BRADY LLP



Thomas Cameron

NBOBBE:emb
cc (via e-mail):
Kathryn Hoffman
Rebecca Speckhard

City of Sheboygan understands the risks described above and consents to the terms of representation set forth above.

CITY OF SHEBOYGAN

By: _____

Name: _____

Title: _____

Date: _____