

**CITY OF WHITEWATER
CITY ATTORNEY CONTRACT**

WHEREAS, the City of Whitewater (City) currently employs Attorney Wallace K. McDonell as City Attorney, and

WHEREAS, Wallace K. McDonell's compensation as an employee of the City has included a base salary of approximately \$55,000 plus the normal employer contributions to State and Federal taxes and Social Security, one half the cost of health insurance and Wisconsin Retirement System contributions, the total of which costs the City approximately \$79,000 per year, and

WHEREAS, Wallace K. McDonell is substantially scaling back his legal practice and no longer plans to act as City Attorney for the City, and

WHEREAS, the Law Firm of Harrison, Williams & McDonell, LLP (HWM), desires to continue to provide legal services to the City of Whitewater and the City desires to contract with HWM for this purpose, and

WHEREAS, HWM and Jonathan K. McDonell (JKM) of HWM desire to act as the City Attorney and not as employees for the City, and

WHEREAS, the City is willing to continue to pay \$79,000 per year to HWM for City Attorney legal services,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and HWM agree as follows:

Section 1. General Legal Services.

1.1 Effective April 1, 2023, the City of Whitewater shall and does hereby agree to contract with Harrison, Williams & McDonell, LLP, to provide City Attorney legal services with Jonathan K. McDonell, a partner in HWM, acting as primary contact for the City Attorney office.

1.2 HWM and Jonathan K. McDonell shall report directly to the City Manager.

1.3 HWM and JKM shall provide the City with general legal representation and legal services. This shall include but not be limited to providing legal counseling to the City Manager, City Council, the Plan Commission, the Police Department and Department Heads and employees, drafting ordinances, resolutions, contracts and other legal documents, representing the City in litigation, attending city meetings as directed by the City Manager including regularly attending City Council and Plan Commission meetings, prosecution of ordinance violations, including representing the City in Municipal Court and Circuit Court. Legal services for the Community Development Authority and the Tax Increment Districts shall be billed separately at the agreed-upon hourly rate. It is acknowledged by the parties that at times the City will be required to retain and pay for separate legal services in case of a conflict of interest, the need for specialized legal services or other valid reasons.

Section 2. Term and Termination.

2.1 This agreement shall be in effect for a two year term from April 1, 2023 until March 31, 2025 and shall renew thereafter in a one year increment for each successor term unless or until terminated by one

or both parties. The parties agree that the \$79,000 annual fee shall remain in effect for 2 years through March 31, 2025, and thereafter may be adjusted by agreement of the parties.

2.2 The City of Whitewater shall have the right to terminate this Agreement without cause and without notice at any time. HWM may terminate this Agreement for good cause as provided for by the rules of professional responsibility and with 30 days' notice to the City.

Section 3. Compensation.

3.1 Effective on April 1, 2023, the City shall pay \$79,000 annually for the services described herein payable at the rate of \$3,038 every two weeks to HWM. The parties agree that an important factor for the City is to limit City Attorney charges for items described in Section 1.3 to no more than \$79,000 (excluding those charges to the CDA and TID Districts) and, therefore, even if the time HWM devotes to City Attorney work exceeds \$79,000 per year based on its regular hourly rates, the charges shall be limited to the \$79,000 compensation stated herein.

3.2 No employee of HWM, including Jonathan K. McDonell and Wallace K. McDonell, shall be treated in any manner as employees of the City of Whitewater, and they shall not be entitled to participate in the City's compensation or benefit programs, including the group health insurance program.

3.3 The City shall not pay any contribution to the Wisconsin Retirement System on behalf of any employee of HWM, including Jonathan K. McDonell or Wallace K. McDonell.

3.4 No employee of HWM, including Jonathan K. McDonell and Wallace K. McDonell, shall receive leave benefits, vacation, sick leave or longevity pay benefits or any other compensation from the City.

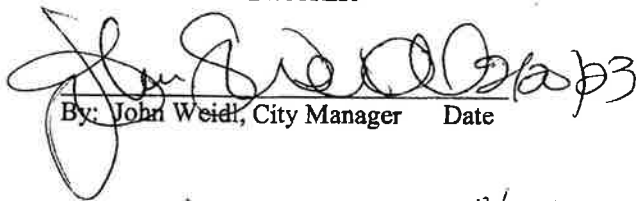
3.5 The overhead expenses of HWM such as office rent, legal assistant salaries, malpractice and liability insurance, and office equipment shall be the responsibility of HWM and shall not be charged to the City.

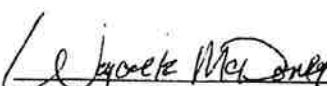
Section 4. Approval.

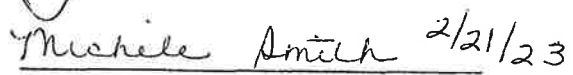
4.1 This Agreement is contingent upon the approval by the City of Whitewater Common Council at a duly noticed meeting in open session.


CITY OF WHITEWATER

HARRISON, WILLIAMS & MCDONELL, LLP


By: John Weidl, City Manager Date

 2-15-23
By: Wallace K. McDonell, Partner Date
State Bar No. 1008713

 2/21/23
By: Michele Smith, City Clerk Date

 2-15-23
By: Jonathan K. McDonell, Partner Date
State Bar No. 1103196