

# Representation and Fee Agreement

1. **Nathan Russell**, Attorney at Law for Russell Law Office, SC (hereinafter "Attorney" or "Firm"), is engaged to represent City of Whitewater (hereinafter "Client") in connection with:

General ongoing legal representation as corporation counsel to include general representation at common council meetings, needed committee meetings, prosecutions in City and County court, open records requests, and general representation regarding City issues. The Firm's representation does not include economic development issues, employment issues, circuit court prosecution appeal, or any non-municipal court litigation cases.

Attorney may retain associate counsel, experts, accountants, or investigators to protect Client's interests. Fees charged by associate counsel, experts, accountants, or investigators retained by Attorney shall be treated as expenses to be paid by Client on demand by Attorney. Attorney will consult with Client before retaining outside counsel, experts, accountants, or investigators.

2. Client shall compensate Attorney the sum of \$8,000 per month to be paid on or before the 1<sup>st</sup> day of the month starting on April 1, 2025 via invoice.

For matters that are not covered by this agreement the Client and Attorney will enter into separate representation agreements for said matters. The Firm agrees to a reduced rate of at least \$50 per hour from the published rates for those agreements. Client is not obligated to hire Attorney for matters not covered by this agreement. Specifically, Attorney shall charge \$175 per hour for the prosecution of any citation, ordinance violation, or criminal prosecutions that are removed, referred, transferred, or appealed to the circuit court via appeal or request for a jury trial.

3. Client agrees to pay on demand any actual costs or disbursements incurred or advanced on Client's behalf, such as travel, mileage, parking, photocopies, telephone calls, process service fees, court reporter fees, postage, witness and subpoena fees, filing and court fees, etc. Mileage will be charged at the rate currently authorized by the Internal Revenue Service.

4. Some cases require that legal research be done by Attorneys utilizing Westlaw. Each issue search is charged to Client at a flat fee of **\$50.00 per issue search**. For example, if Attorneys are handling a litigation matter for Client which contains three separate claims, Attorneys will charge \$50.00 per claim for each claim which requires Attorneys to perform legal research. These charges cover the cost of accessing the search service and use of Attorneys' subscription based legal research software. Attorneys are allowed to research additional claims if they believe it is necessary for representation without the approval of Client.

5. There shall be a \$35 charge for all checks returned for insufficient payment or closed accounts.

6. The Firm may withdraw from representing the Client if Client fails to make timely payments or do not provide other forms of security satisfactory to the Firm for payment of their fees; if the Client

misrepresents or fails to disclose material facts; or the Client fails to follow the Firm's advice. If the Firm wishes to withdraw on any of these grounds, the Client will be provided with written notice of the Firm's intent to withdraw. If the Firm wishes to withdraw on any of these grounds, both the Parties will execute the necessary documents to permit them to do so. Any such withdrawal will be done with thirty (30) days' notice.

7. The Client has the right to discharge the Firm for any reason at any time. If the Client does so, the Firm will withdraw from representing the Client but Client must provide thirty (30) days' notice for said withdrawal to take effect.

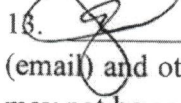
8. If the Firm withdraws, the Client remains liable for all fees, costs, and expenses actually incurred under this agreement, and will either make payment in full or offer other security acceptable to the Firm. The Firm will return all files and documents to Client. However, the Client may be charged for the cost of copying files.

9. If the Client fails to fulfill any of their duties under this agreement for attorney fees and the Firm is forced to take action to collect such fees, the Parties agree to bear their own cost of collection, including reasonable attorney fees and all other costs.

10. The court may, in some legal actions, order either the Client or Attorney to pay a portion of the other party's attorney fees. If the court orders the other party to pay a portion of the Client's attorney fees, the Firm will credit those funds to the Client's account when they are received and refund to Client any excesses already paid. Any court award of fees does not limit Client's liability to the Firm for fees.

11. The Parties acknowledge that the Firm has made no promises or guarantees concerning the outcome of any action where the Firm represents Client.

12. This retainer agreement represents the entire fee arrangement the Client has with the Firm. Any mutually agreed-upon charges concerning this retainer agreement must be in writing to be effective and to avoid misunderstanding.

13.  (Print Initials) I agree the Firm may communicate with me by facsimile, electronic mail (email) and other means of electronic correspondence. I understand that such forms of communication may not be confidential and do not insure absolute privacy. However, I approve of such communication and authorize the Firm, and its staff, to forward such communication to me at the following location:

*Email address for legal communication with Client: N/A*

14. This agreement does not cover or apply to the filing of, prosecution of, or defense of an appeal, in which situation a new representation and fee agreement must be executed.

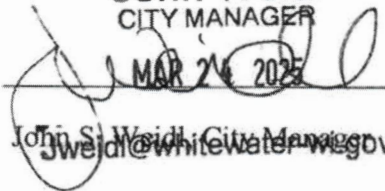
15. Russell Law Offices, S.C. is organized as a limited liability service corporation solely to render professional legal services under the laws of the State of Wisconsin. As a limited liability service corporation, Russell Law Offices, S.C. is responsible for professional liabilities incurred by lawyers employed by the firm. Each lawyer may also be personally liable for any acts, errors, or omissions arising


out of the performance of professional services. Russell Law Offices, S.C. maintains professional liability insurance as required by the Rules of the Wisconsin Supreme Court.

Dated this 21th day of March, 2025 at Whitewater, Wisconsin.

City of Whitewater

Nathan Russell, **Russell Law Offices, S.C.**

By:   
John Weidl  
CITY MANAGER  
MAR 24 2025  
John S. Weidl, City Manager  
Jweidl@whitewater-wi.gov

By:   
Nathan R. Russell, Attorney-at-Law

  
Heather Boehm, City Clerk