CITY OF STOUGHTON, 207 S FORREST STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Resolution to approve the City Attorney Agreement for Legal Services with Stafford Rosenbaum for calendar year 2021

Committee Action: Finance meets December 8, 2020

Fiscal Impact: No change

File Number:	R-180-2020	**Date Introduced:**	December 8, 2020

WHEREAS, the City Attorney has offered a one-year contract proposal with no increase in the standard rates; and

WHEREAS, the Finance Committee recommends the proposed contract to the Common Council for approval

BE IT RESOLVED by the Common Council of the City of Stoughton that the City Attorney Agreement for Legal Services with Stafford Rosenbaum for calendar year 2021 be approved.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Mayor Tim Swadley Date

Council Action: _____ ☐ **Override** **Vote** _____

Matthew P. Dregne
Government Law Team Leader

222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
mdregne@staffordlaw.com
608.259.2618

November 19, 2020

By Email: tswadley@ci.stoughton.wi.us

Mayor Tim Swadley
City of Stoughton

Re: Stafford Rosenbaum 2021 Rates

Dear Mayor Swadley:

It has been a pleasure serving the City in 2020 and we look forward to continuing our relationship in 2021. We recognize the difficult economic times our municipal clients are facing after the unprecedented challenges we have all experienced in 2020. We are not proposing a rate increase for 2021, which means that the City's rates will have remained the same for the last two years, and the next year. I have included with this letter a proposed one-year contract for 2021.

Please feel free to contact me if you have any questions.

Best regards,

STAFFORD ROSENBAUM LLP

Matthew P. Dregne

MPD:pcl
Attachment

L:\DOCS\005649\000004\CORR\3OZ8795.DOCX
1119201535

STAFFORD ROSENBAUM LLP

2021 RATES – SUN PRAIRIE

Type of Services	Description of Services		Hourly Rates
General Municipal Law Services	Advising on issues of municipal law; attending meetings as directed; drafting municipal ordinances, resolutions, public construction contracts and other instruments as may be required; and performing such other duties as may be prescribed by law or requested.	Partners Associates Paralegals	$225 $190 $120
Land Use and Development Related Services	Advising and representing in the review, processing and action on land use and development-related matters, including annexation, zoning, land division, tax increment financing and urban service area amendments; negotiating and drafting permits, agreements and other documents relating to land use and development issues.	Partners Associates Paralegals	$275 $225 $135
Additional Services, including Litigation, Environmental and Labor and Employment Services	Rates charged for a particular matter will be *determined on a case-by-case basis*.	Partners Associates Paralegals	

AGREEMENT FOR LEGAL SERVICES
JANUARY 1, 2021 - DECEMBER 31, 2021

It is hereby agreed by and between the City of Stoughton, Wisconsin, hereinafter referred to as the "City," and the law firm of Stafford Rosenbaum LLP, hereinafter referred to as "City Attorney," as follows:

1. *Term of Agreement.* The term of this Agreement shall commence January 1, 2021 and shall terminate December 31, 2021, subject, however, to the termination provisions of paragraph 5.

2. *Duties and Responsibilities.* The City hereby retains the City Attorney to provide such municipal legal services as shall, from time to time, be requested in accordance with the City's CITY ATTORNEY CONTACT POLICY attached as Attachment A. The City Attorney may assume that requests for legal services that are made by or authorized by the Mayor, the City Council, the City Clerk, the Finance Director, or the Planning Director are in accordance with the City's Attorney Contact Policy.

3. *Compensation.* The City shall pay for legal services on a combination fixed fee / hourly basis as follows:

   A. Fixed Fee Services - $4,800 per month. The City shall pay a monthly fixed fee of $4,800 which shall serve as the City Attorney's compensation for the following services:

      (1) Attendance at regular City Council meetings (not to exceed two meetings each month). The fixed fee will also serve as the City Attorney's compensation for up to one hour of time preparing with City staff for, and travel time and expense for attending, up to two regular City Council meetings each month.

      (2) Prosecution of ordinance violations in municipal court. The fixed fee shall not cover appeals from municipal court or trials in circuit court.

   B. Hourly Services. Services not covered by the fixed fee shall be billed on an hourly basis, as follows:

a.	Partners	$190
b.	Associates	$175
c.	Paralegals	$120

   C. The City shall reimburse the City Attorney for time spent traveling on City-related business that is not covered by the above fixed fees at the hourly rates set forth in Section B above.

   D. The City shall reimburse the City Attorney for all expenses the City Attorney

incurs in connection with services provided to the City.

E. The City Attorney shall provide to the City Finance Director an itemized statement each month that shows the total time worked and the nature of the work performed and the amount due the City Attorney. The City shall pay any amounts due within 30 days of receipt of such an itemized statement.

4. *Conflict of Interest.* The City Attorney will notify the City of any real or potential conflict of interest regarding the City Attorney's representation of the City. The City Attorney may decline or withdraw from representation of the City in a matter as a result of any real or potential conflict of interest.

5. *Termination.* Either party, upon written notice to the other, may terminate this Agreement without cause upon the expiration of 90 days from the delivery of such written notice to the other party. In the event the City Attorney is unable to represent the City in any matter as a result of a conflict of interest, the City may terminate this Agreement immediately upon delivery of written notice of termination to the City Attorney. In the event of termination, the City Attorney will be compensated for services rendered and expenses incurred prior to such termination in accordance with the terms set forth above.

6. *Personnel.* It is understood that the City has engaged Stafford Rosenbaum to serve as the City Attorney based on the experience and qualifications of certain individual attorneys. In particular, it is understood that Matthew Dregne will be primarily responsible for matters other than ordinance prosecution, and Amy Collins O'Hara and Rachel Snyder will be primarily responsible for ordinance prosecution. The City understands that partners and associates other than Mr. Dregne and Ms. Collins O'Hara and Ms. Snyder may provide legal services to the City as well. If the City decides that it is not satisfied with the individuals who are performing legal services for the City, for any reason, the City may terminate this Agreement immediately upon delivery of written notice of termination to the City Attorney. In the event of termination, the City Attorney will be compensated for services rendered and expenses incurred prior to such termination in accordance with the terms set forth above.

7. *Return of City Records.* The City Attorney shall return to the City all City Records and files upon termination or expiration of this Agreement.

8. *Non-Assignment.* The City Attorney's rights and obligations under this Agreement are not assignable without the City's prior written consent.

9. *Modification of Agreement.* No modification of this Agreement will be valid unless it is in writing and is duly executed by both parties. The parties further agree that the provisions of this paragraph may not be waived, except as specifically herein set forth.

CITY OF STOUGHTON

Date _____ _____

Mayor Tim Swadley

Date _____ _____

Holly Licht, City Clerk

STAFFORD ROSENBAUM LLP

Date _____ _____

Matthew P. Dregne, Partner

Attachment: City Attorney Contact Policy

ATTACHMENT "A"

CITY OF STOUGHTON
CITY ATTORNEY CONTACT POLICY

There are times when the City, City officials and City staff need legal advice or legal .services from the City Attorney. Because legal services are costly, because the City may already have legal opinions available, and because requests for legal services should be coordinated to avoid unnecessary expense, the City adopts this CITY ATTORNEY CONTACT POLICY.

1. Any person seeking legal services from the City Attorney should first determine whether the City already has a legal opinion on file that addresses the question, the City Clerk will update the list of attorney opinions on a biannual basis and place them on a website with a hard copy available in the Clerk's .office at City Hall. ·Changes in the law or different circumstances may make it advisable to obtain legal advice even where the City has an existing opinion;

2. The City Council, Mayor, City Clerk, Police Chief, Planning Director and Finance Director are each authorized to request legal services from the City Attorney, on the City's behalf, as they deem necessary.

3. Any elected City official is authorized to directly request legal advice from the City Attorney on matters related to his or her individual compliance with the open meetings law, ethics laws, mid open records law. Any elected City official or appointed member of any City committee or commission is authorized to request an advisory ethics opinion from the City Attorney pursuant to Wis. Stat. § 19.59(5)(a).

4. Individual alderpersons, department heads and others who wish to request legal services may make such request through the City Council. Mayor or City Clerk.

   Except as provided in Sections 3 and 4, individual alderpersons, department heads and others who wish to request legal services directly from the City Attorney shall do so.as follows:

   a. The person requesting legal services shall inform the Mayor or City Clerk that he or she will be contacting the City Attorney.

      The person requesting legal services shall ask the City Attorney for estimate of the amount of time required to provide the legal services. If the estimated time is more than 1 hour, the City Council, Mayor or City Clerk must approve the request for legal services. ·

5. Legal services requests relating to personnel, employment or labor law related matters shall be directed to the City Clerk/Personnel Director, unless such request pertains to the City Clerk/Personnel Director, in which case such request shall be directed to the Mayor.

6. Written legal opinions from the City Attorney shall generally be provided to the Mayor, Alderpersons, end Department Heads, as deemed appropriate by the City

Attorney, Mayor and requestor. In some cases, such as ethics opinions under Wis. Stat. § 19.59(5)(a), confidentiality rules may apply to legal opinions.· In some cases, distribution of communications with legal council may need to be restricted to protect the City's interests, as determined by the Mayor and/or City Council, in consultation with the City Attorney. Written and verbal communications between City Officials and the City Attorney may also be privileged. No person may disclose privileged communications without prior approval from the City Council or the Mayor.

Approved by Council: .June 23, 2009