

RETAINER AGREEMENT

AGREEMENT made _____, 2016, between the Village of Allouez, a municipal corporation, acting by and through its duly authorized officers, and located in the County of Brown, State of Wisconsin, hereinafter referred to as "Village", and Dennis M. Duffy, of 716 Pine Street, City of Green Bay, County of Brown, State of Wisconsin, hereinafter referred to as "Attorney".

SECTION I. NATURE OF EMPLOYMENT

Village hereby retains and employs, pursuant to the authority conferred by it and its duly authorized officers according to Chapter 61, Wis. Stats. and its general police powers, said Attorney Dennis M. Duffy, to act as Attorney for the Village and to render to the Village and its duly authorized officers legal advice and to represent Village and its duly authorized officers in matters which may be pending or which may hereinafter be instituted in any of the Courts in the State of Wisconsin and before administrative agencies and departments of government by or against the Village, during and throughout the continuance of this agreement; and

To render legal opinions, municipal court prosecution and other legal services as Village or any of its duly authorized officers may request or require.

SECTION II. ACCEPTANCE OF EMPLOYMENT

Attorney hereby accepts the employment and promises and will render to the best of his ability the services described herein during the continuance of this agreement.

SECTION III. TERM

This contract is for a term of approximately three (3) months from January 1, 2017 through April 1, 2017.

SECTION IV. COMPENSATION

As compensation in full for all services to be rendered by Attorney herein, the Village shall pay to Attorney for his services the sum of One Hundred Forty-Five

(\$145.00) Dollars per hour for the term of the contract. It is understood that the hourly time charges include but are not limited to, attendance at meetings, pre-trials, court appearances, telephone conferences, office conferences, legal research, travel, depositions, review of file materials and documents sent and received, preparation for hearings and conferences, drafting of pleadings or instruments and office memorandums and correspondence. Monthly billings will be submitted and will itemize the services performed and the time spent and shall be due and payable upon receipt unless otherwise stated.

The Village agrees to assume and pay for all out-of-pocket disbursements incurred and authorized in connection with the counsel's representation of the Village which shall include but not be limited to publication fees, filing fees, witness fees, travel, sheriff's fees, expenses of depositions, investigative expenses and other incidental expenses.

SECTION V. OFFICE ARRANGEMENT AND STAFF SUPPORT

It is expressly understood by and between the Village and Attorney that Attorney shall maintain a separate office with paralegal and clerical staff support at 716 Pine Street, City of Green Bay, Brown County, Wisconsin and further Attorney shall maintain a legal library at his business address. The Village will not be responsible for furnishing full or part-time clerical support to Attorney. The Village will furnish office space as may be required for pre-trial conferences for municipal court prosecution.

The Village authorizes the Attorney to designate another Attorney under the supervision of the Village Attorney to handle prosecution and other matters relating to the Village of Allouez Municipal Court and any other legal services required by the Village.

During the term of this Agreement the Attorney shall maintain at the Attorney's expense professional liability insurance with the Wisconsin Lawyers Mutual Insurance Company (WILMIC) with limits of liability \$500,000 each claim/\$1,000,000 aggregate.

SECTION VI. TERMINATION

A. This agreement shall terminate effective on the start date for the new Village Attorney as approved by the Village Board. The anticipated start date for the new Village Attorney is March 1, 2017. Attorney would then continue to serve the Village as special counsel for those services requested by the Village Administrator until the effective date of Attorney's retirement which is April 1, 2017.

Dated this ____ day of _____, 2016

VILLAGE OF ALLOUEZ

James Rafter, Village President

Debra M. Baenen, Village Clerk

Dated this ____ day of _____, 2016

Dennis M. Duffy, Attorney

Approved by the Village Board of the Village of Allouez at its meeting of _____ 2016.

