

Personnel  
3-3-14

14-093

## LEGAL SERVICES CONTRACT

**THIS AGREEMENT FOR SERVICES**, effective this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Manitowoc ("CITY"), Wisconsin, a municipal corporation, with its principal offices located at 900 Quay Street, Manitowoc, Wisconsin 54220, and Mozinski and Cashman, LLP, a Wisconsin Limited Liability Partnership, ("CONTRACTOR") located at 903 Washington Street, Manitowoc, WI 54220.

**WHEREAS**, CITY is currently facing a staffing shortage in the City Attorney's Office due to the resignation of the City Attorney; and

**WHEREAS**, CITY desires to contract for legal services for the enforcement of the CITY'S traffic and ordinance citations, including but not limited to, pretrials, stipulations, settlements, motion hearings and trials involving the traffic and ordinance offenses for the CITY; and

**WHEREAS**, CONTRACTOR desires to perform said services for CITY.

**NOW, THEREFORE**, in consideration of the mutual covenants and representations of the parties hereinafter set forth, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. **SERVICES**. CONTRACTOR agrees to perform services as an independent contractor under this contract related to the enforcement of traffic and ordinance citations and to perform such duties relating to the enforcement of CITY citations including but not limited to:
  - a. Conducting pretrials as scheduled with defendants each Tuesday morning in the Crisis Room at City of Manitowoc's Police Department.
  - b. Representing CITY as the Attorney of record in the enforcement of the CITY ordinance and traffic citations by prosecuting said citations in Municipal or other Wisconsin Courts, including but not limited to Motion Hearings, Evidentiary Hearings, Trials and Appeals as scheduled by the court, including each Tuesday afternoon as scheduled for Municipal Court, and shall represent CITY in any further actions arising out of those ordinance and traffic citations in Wisconsin Courts as needed.
  - c. Representing CITY in OWI and Refusal Hearing cases both in Municipal and Circuit Court and any appeal arising therefrom.
2. **TERM**. This Agreement shall be on a month to month basis commencing on March 1, 2014, and shall be automatically renewable each month, upon mutual consent of the parties, until either party determines that continuation of the Agreement is not in their best interest.
3. **ATTORNEYS STAFFED TO CONTRACT**. CONTRACTOR agrees that Attorney Jerilyn Dietz shall be the primary attorney staffed to fill this contract. Attorney Jacqueline Lorenz Sehloff will serve as a backup attorney in the event Attorney Dietz is unavailable.

4. **COMPENSATION.** CONTRACTOR shall be entitled to compensation \$100/hour for the services of Attorney Dietz and \$90/hour for the services of Attorney Sehloff, with costs not to exceed \$3000 per month without prior approval of the CITY. CONTRACTOR shall send CITY a monthly invoice showing the work performed in one-tenth of an hour increments, specifying which case is being billed. CONTRACTOR may bill CITY for Tuesday pre-trial conferences and related preparation without specifying what matter is being invoiced. Compensation shall comprise payments for services under independent contract and shall not be construed as wages or salary. CONTRACTOR shall be responsible for all federal and state income tax, social security, and all other reporting and sums due and payable hereunder. CITY will pay all invoices within 30 days of receipt.
5. **CITY RESPONSIBILITIES.** CITY shall:
  - a. Arrange the pretrial and trial schedules for CONTRACTOR.
  - b. Draft subpoenas and schedule witnesses for court.
  - c. Provide CONTRACTOR an electronic copy of reports in CITY'S possession.
  - d. Pay all witness fees, witness mileage fees, and other Court costs.
6. **CONTRACTOR RESPONSIBILITIES.** CONTRACTOR shall:
  - a. Conduct Pretrials with Defendants on Tuesday mornings or as scheduled by the court.
  - b. Settle or try cases in the best interest of CITY using his/her discretion.
  - c. Complete CITY'S disposition sheets in a timely fashion for each resolved citation.
  - d. Draft Stipulations, Motions, or other trial and appeal documents as needed.
  - e. Conduct own research and draft briefs as needed.
  - f. Represent CITY in court for the enforcement of traffic and ordinance citations including but not limited to motion hearings, pretrials, trials, OWI trials, refusal hearings, evidentiary hearings and appeals.
7. **CANCELLATION/TERMINATION.** This Agreement may be terminated at anytime by either party upon thirty (30) days written notice to the other party.
8. **FACILITIES.** CITY shall make available to CONTRACTOR: the Crisis Room in the Manitowoc Police Department to conduct Pretrial Conferences; the Council Chambers in City Hall to conduct municipal trials; and other rooms as deemed necessary as it relates to this contract.
9. **INSURANCE.** CONTRACTOR shall be responsible for maintaining his/her own professional liability insurance coverage.
10. **CONFLICT OF INTEREST.** CONTRACTOR shall not be required to perform services hereunder where CONTRACTOR perceives a conflict of interest, whether potential or actual. For the protection of CITY and CONTRACTOR, any matters involving potential or actual conflicts of interest shall be promptly referred to the City Attorney's office for consideration and disposition.
11. **AMENDMENTS.** This Agreement is the entire agreement between the parties and can only be modified or changed in writing executed by all parties.

12. **NOTICE AND DEMANDS.** Any notice, demand or communication under this Agreement by any party to the other party shall be given or delivered by first class mail, registered or certified mail, postage paid, return receipt requested, facsimile or delivered in person as follows to:

**CITY:** CITY ATTORNEY  
900 Quay Street  
Manitowoc, WI 54220  
920-686-6990

**CONTRACTOR:** MOZINSKI & CASHMAN LLP  
903 Washington Street  
Manitowoc, WI 54220  
920-684-1234

The above addresses or designated party may be changed at any time by the parties by giving notice in writing in the manner provided above.

13. **SEVERABILITY.** If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable laws.
14. **SUCCESSORS AND ASSIGNS.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective transferees, successors and assigns. This Agreement is not assignable without the written consent of CITY.
15. **APPLICABLE LAW.** This Agreement shall be deemed to have been made in Manitowoc County, Wisconsin and shall be governed by, construed under and enforced in accordance with, the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly, to disputes regarding this Agreement whether sounding in contract or tort, shall be litigated only in the circuit court located in Manitowoc County, Wisconsin. All parties to this Agreement hereby subject themselves to the jurisdiction of the Courts of Manitowoc County, Wisconsin.
16. **HEADINGS.** The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
17. **DRAFTING OF AGREEMENT.** All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party whatsoever by virtue of that party having drafted the document or any portion thereof.

