

AGREEMENT FOR LEGAL SERVICES

It is hereby agreed by and between the Yahara Watershed Improvement Network (Yahara WINS) and the law firm of Stafford Rosenbaum LLP ("Stafford") as follows:

1. *Term of Agreement.* The term of this Agreement shall commence on July 1, 2025 and shall terminate on June 30, 2028, subject however to the termination and renewal provisions of paragraph 6.
2. *Review.* This Agreement shall be subject to annual review by the Yahara WINS Executive Committee.
3. *Scope of Representation.* Yahara WINS hereby retains Stafford to serve as general legal counsel and to provide such legal services as shall, from time to time, be requested by the Yahara WINS Executive Committee as set forth herein. Stafford may assume that requests for legal services that are made by the Executive Committee are authorized.
4. *Compensation.* Yahara WINS shall pay for legal services as follows:
 - A. Hourly rates. Legal services shall be billed at the following hourly rates unless and until changes are authorized in writing by the Executive Committee:

a.	Partners	\$325
b.	Associates	\$250
c.	Paralegals	\$150
 - B. Annual Cap. General legal services shall not exceed \$20,000 in any year without the express advance authorization of the Yahara WINS Executive Committee.
 - C. Scope of services. The scope of services under this Agreement includes the following as may be requested by the Executive Committee:
 - (1) Attend regular Yahara WINS meetings and other meetings on special issues as determined by the Executive Committee. This includes time preparing with Yahara WINS staff for, and travel time and expense for attending, such meetings. Stafford will serve as parliamentarian during its meetings.
 - (2) Provide advice to the Yahara WINS requested by the Executive Committee on matters including, but not limited to: state and federal regulations; legal developments affecting wastewater and watershed

management; issues associated with open records, public meetings requirements and procurement of goods and services; labor and employment law; and contract administration.

- (3) Prepare contracts and agreements for specified professional services.
- (4) Prepare documents for the receipt of funds from or the payment of funds to counties, nongovernmental organizations and other parties for activities authorized by the Yahara WINS Executive Committee
- (5) Assist with resolution of disputes among the Yahara WINS municipalities.

B. Costs

Costs shall be billed to the Yahara WINS for expenses such as postage, photocopying, computer-aided research, travel expenses, document filing and certification, and express delivery. However, we do not anticipate that costs associated with computer aided research, travel expenses or document filing will normally be required.

C. Billing and Payment

Stafford shall provide to the Yahara WINS Executive Committee an itemized statement each month that shows the total time worked and the nature of the work performed. Yahara WINS shall pay any amounts due within 30 days of receipt of such an itemized statement.

5. *Conflict of Interest.* Stafford will notify the Yahara WINS of any real or potential conflict of interest regarding Stafford's representation of the Yahara WINS on a particular matter, provide information about the conflict and work towards a resolution of such conflict in accordance with the applicable codes of professional responsibility. Stafford may decline or withdraw from representation of the Yahara WINS in a matter as a result of any real or potential conflict of interest as required by the applicable codes of professional responsibility.

6. *Termination and Renewal.*

A. Notice of Termination.

Yahara WINS, upon written notice to Stafford, may terminate this Agreement with or without cause upon the expiration of 90 days from the delivery of such written notice. Stafford has the right to terminate this

Agreement subject to sufficient written notice to the Yahara WINS of not less than 90 days to permit the Yahara WINS to obtain alternative representation or services and subject to any applicable codes of professional responsibility.

B. Transition.

In the event of termination, Stafford will be compensated for services rendered and expenses incurred prior to such termination in accordance with the terms set forth above. Stafford will also provide reasonable assistance in effecting a transfer of responsibilities to another firm.

C. Renewal. This contract may be automatically renewed for an additional two year period under substantially the same terms and conditions, unless 90 days before the end of the contract period either Yahara WINS or Stafford provides notice to the other Party requesting a change in terms or termination.

7. *Return of Yahara WINS Records.* Yahara WINS shall maintain a complete set of Yahara WINS Records at the Yahara WINS office during the course of representation. Documents at Stafford Rosenbaum will be duplicate copies or attorney client documents available to the Yahara WINS upon termination, otherwise they will be retained for 7 years and then destroyed in accordance with Stafford Rosenbaum's document retention policy.
8. *Non-Assignment.* Stafford's rights and obligations under this Agreement are not assignable without the Yahara WINS'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.

YAHARA WINS


9-2-2025

Date

By 
Martin Griffin
Yahara WINS Executive Committee President

9/2/2025


Date

By 
Judd Blau
Yahara WINS Executive Committee Treasurer

STAFFORD ROSENBAUM LLP

9/2/2025

Date

By 
Vanessa Wishart
Partner