
SAUK COUNTY SERVICE AGREEMENT

This agreement is made between Sauk County, whose principal address is 505 Broadway Street, Baraboo, Wisconsin 53913, and whose contact shall be the Sauk County Corporation Counsel at telephone number (608) 355-3267, hereinafter referred to as "Purchaser," and Attorney Stefanie P. Wagner, a member of Cross Jenks Mercer & Maffei, LLP, whose principal address is 221 3rd Avenue, P.O. Box 556, Baraboo, WI 53913, and whose telephone number is (608) 356-3981, hereinafter referred to as the "Provider." The Purchaser's employee responsible for administration of this contract will be the Sauk County Corporation Counsel, whose principal business address is 505 Broadway Street, Baraboo, Wisconsin 53913, and whose telephone number is (608) 355-3267.

A. EFFECTIVE DATES

This agreement is effective from January 1, 2023 to December 31, 2023.

B. DUTIES OF PROVIDER

The Provider agrees to work with the Purchaser on Child in Need of Protection or Services (CHIPS), Juvenile Guardianships, and Termination of Parental Rights (TPR) cases. The Provider will not perform work for Substantiation of Maltreatment/Neglect Administrative Appeals (under Wis. Ch. 227) or Appeals (under Wis. Ch. 808-809), unless separately agreed to, in writing, by the parties. The Provider agrees to perform the various statutory duties of Prosecuting Attorney, in addition to the duties enumerated below, in exchange for the payment and compensation as set forth below. The following legal services shall be provided by the Provider to the Purchaser:

1. Consulting with the Department's social workers as regarding the legal process to achieve permanency for children placed in out of home placement.
2. Promptly processing requests for legal actions, preparing legal documents, and providing direction to child welfare agency staff regarding the preparation of legal documents.
3. Providing written explanation for denial of requests for legal action.
4. Regular and frequent consultation with case workers and their supervisors regarding preparation of legal documents, the provision of testimony and obtaining court orders. This requires the Attorney to be available on short notice.
5. Regular communication with CFS staff to determine legal jurisdiction for Termination of Parental Rights cases, this includes reviews of the files with the social worker.
6. Preparation of petitions and other legal documents for child in need of protection or services (CHIPS), juvenile guardianships, and termination of parental rights (TPR) cases.
7. Represent the agency through the child in need of protection or services (CHIPS), juvenile guardianships, and termination of parental rights (TPR) cases.
8. Work with the Purchaser to complete Title IV-E reimbursement application and comply with all requirements of Sauk County as a contracted service provider.
9. Promptly provide monthly billing statements that delineate legal services performed on Child in Need of Protection or Services (CHIPS) cases from Termination of Parental Rights (TPR) cases.

C. LEGAL SERVICES

Provider's legal assignments must be authorized by Sauk County Corporation Counsel, or the Children and Family Services Supervisor(s). For each assignment, a representation and fee agreement will be entered. Legal services shall include the following:

1. Review the Child in Need of Protection or Services (CHIPS), Juvenile Guardianships, and Termination of Parental Rights (TPR) cases under Wis. Stat. Ch. 48 and associated case law, and if advisable, prepare pleadings commencing actions, participate in civil discovery, pretrial practice, trial and post-trial, providing zealous advocacy within the rules of professional ethics.
2. Attendance at Department of Human Services meetings where attendance is requested because legal issues are likely to arise.
3. All contacts and consultations with Sauk County officials or employees regarding general legal advice limited to the Child in Need of Protection or Services (CHIPS), Juvenile Guardianships, and Termination of Parental Rights (TPR) cases.
4. All contacts and consultations with parties the Child in Need of Protection or Services (CHIPS), Juvenile Guardianships, and Termination of Parental Rights (TPR) cases in Sauk County, including but not limited to, legal counsel, Guardian ad Litem, witnesses, or other interested persons.
5. All time spent on each separate legal matter or case not specifically included above, including but not limited to, file review, correspondence, legal research, collecting necessary information, preparing and reviewing pleadings and documents, and any other work associated with the legal matter or case.

D. DUTIES OF THE PURCHASER

The responsibilities of the Purchaser in assisting the Provider in processing legal services requested by the Purchaser shall include the following:

1. Providing the Provider with current, accurate and complete case information.
2. Consult with the Attorney as regarding the legal process to achieve permanency for children placed in out of home placement.
3. Promptly notify the Attorney with written requests for court referrals and other requests for court cases, including the Child in Need of Protection or Services (CHIPS), Juvenile Guardianships, and Termination of Parental Rights (TPR) cases.
4. Collaborating with the Provider in the preparation of court documents and cases for court hearings, and to achieve the goals specified by the Purchaser and the Court.
5. Assisting the Attorney in locating witnesses and preparation for trial, as needed.

E. COMPENSATION

Purchaser agrees to pay the following compensation for Legal Services described in paragraph C above, as paid from the Purchaser to the Provider for the contract term, as follows:

1. Sauk County shall pay \$245.00 per hour to the Provider for the Legal Services described in paragraph C above. This rate is subject to annual review, but Provider will provide Purchaser with written notice of any potential increase at least thirty (30) days prior to the increase. Some of the Legal Services described in paragraph C above may be performed by other attorneys who are members of the law firm at rates of \$175.00 to \$295.00 per hour.
2. Sauk County shall also pay \$245.00 per hour to the Provider for travel time. Provider will not otherwise charge for mileage or other travels costs.

3. Sauk County agrees to reimburse Provider for all necessary expenses and disbursements incurred by the Provider in the performance of her duties as Prosecuting Attorney. Such expenses shall include expenses and disbursements customarily incurred in the rendition of Legal Services as described in paragraph C above. Such expenses shall be in addition to the amounts paid for Legal Services. Provider will consult with Purchaser before incurring any unusual or major expense Provider deems necessary.

F. INDEMNITY AND INSURANCE (as applicable)

1. The Provider agrees that it will, at all times during the existence of this Contract, maintain auto insurance on any vehicle that is operated in connection with work performed under this Contract. The Provider further agrees that it will, at all times during the existence of this Contract, maintain professional liability insurance for work performed under this Contract.

G. ASSISTANTS

1. The Provider may require help of law firm personnel. Such assistant shall receive no compensation from Purchaser beyond the compensation provided under this agreement.

H. MONTHLY STATEMENTS

1. The Provider shall send a bill to Purchaser on a monthly basis. Bills are due and payable within thirty (30) days of receipt. Failure to make payments as agreed may provide grounds for termination of representation. Bills that are not paid within thirty (30) days will be subject to a 1% monthly interest charge on any unpaid balances.

No eligible client shall be denied any services enumerated in this agreement or be subjected to discrimination because of age, race, religion, color, handicap, sex, physical condition, or developmental disability.

This contract, along with the Attached Exhibit A, contains the entire agreement between both parties. This agreement may be terminated on a thirty (30) day written notice of either party. Revision of this agreement must be jointly agreed to by Purchaser and Provider.

By: 

Stefanie P. Wagner
Cross Jenks Mercer & Maffei, LLP

Date:

12/20/2022

By: 

Brent Miller, Administrator
Sauk County

Date:

12/20/2022

Exhibit A

STANDARD CLAUSES

1. Standard of Care. Provider agrees that the same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

2. No Construction Against Either Party. This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

3. Multiple Originals. This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

4. Captions. The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

5. Statutory Protections. It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, if any, shall in any way constitute a waiver on the part of the Purchaser of any immunity, liability limitation or other protection available to the Purchaser under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the Purchaser shall apply unless the Purchaser elects otherwise.

6. Open Records Law Compliance. Provider understands and agrees that, because Provider is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Provider and/or the Purchaser. Provider agrees to fully comply with such laws, and to cooperate with Purchaser in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Purchaser or others upon the request of Purchaser. Compliance and cooperation of Provider shall be at its sole cost and expense.

7. Relationship of Parties. Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between Purchaser and Provider. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Provider will be an independent contractor and not the Purchaser's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Provider and the Purchaser, and the Purchaser will not be liable for any obligation incurred by Provider including but not limited to unpaid minimum wages, overtime

premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Provider is not entitled to receive any benefits from Purchasers or to participate in any Purchasers benefit plan.

8. Competence. Provider warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract.

9. Compliance with Laws. The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

10. Electronic Signing. It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.