
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, 2024 to December 31, 2024.

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 forty-five (45) 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: 12/18/2023

By:  _____
Brent Miller, Administrator
Sauk County

Date: 12/20/2023