



Buffalo County Resolution

Drafted By:

Lee Engfer

Presented Month/Year:

January 2026

Involved Committee:

Finance

County Department:

Administration

Fiscal Impact: YES/NO

AC Approved: YES/NO

RESOLUTION #26-01-01

A RESOLUTION TO AUTHORIZE CONTRACT FOR CORPORATION COUNSEL SERVICES FOR 2026

WHEREAS, Buffalo County requested proposals from qualified attorneys to provide legal counsel and representation to the County Board, its committees, departments and officers in the capacity of Corporation Counsel; and,

WHEREAS, the duties performed under the contract of Corporation Counsel are to prosecute and to defend all civil actions, proceedings, applications and motions in which Buffalo county or any board or committee thereof is an interest or party by virtue of such office, except those matters arising under the State of Wisconsin Motor Vehicle Code, under Department of Natural Resources Regulations, under Chapter 24 of Wisconsin Statutes, and further except those claims where representation is provided by the County's insurance company's duty to defend or the County's labor attorney; and,

WHEREAS, Kostner, Koslo and Brovold, LLC has submitted a proposal for the year of 2026; and,

WHEREAS, the Buffalo County Finance Committee has reviewed the proposals and recommends the acceptance of the bid from Kostner, Koslo and Brovold, LLC of Arcadia, Wisconsin at the rates described in the attached contract.

NOW, THEREFORE BE IT RESOLVED that the Buffalo County Board of Supervisors accepts the bid from Kostner, Koslo and Brovold, LLC for the year of 2026 and authorizes the Buffalo County Administrator to execute a contract.

Adopted at a duly called and noticed meeting of the Buffalo County Board of Supervisors on the 26th day of January, 2026.



Buffalo County Resolution

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Lisa Schmitt, County Clerk

ATTEST:

A handwritten signature in black ink, appearing to read "Dennis Bork", written over a horizontal line.

Dennis Bork, County Board Chairperson

Finance Committee:

A handwritten signature in black ink, appearing to read "Dennis Bork", written over a horizontal line.

Dennis Bork

A handwritten signature in blue ink, appearing to read "Max Weiss", written over a horizontal line.

Max Weiss

A handwritten signature in black ink, appearing to read "Steve Nelson", written over a horizontal line.

Steve Nelson

A handwritten signature in black ink, appearing to read "Brian Michaels", written over a horizontal line.

Brian Michaels

A handwritten signature in black ink, appearing to read "William Bruegger, Sr.", written over a horizontal line.

William Bruegger, Sr.

ANTICIPATED FINANCIAL IMPACT STATEMENT

Tax Levy: \$80,000 - 2026

**AGREEMENT FOR LEGAL SERVICES
AS COUNTY CORPORATION COUNSEL**

THIS AGREEMENT FOR LEGAL SERVICES AS COUNTY CORPORATION
COUNSEL ("Agreement") , is made and effective the 1st day of January, 2026, by and between
Buffalo County, a corporation (hereinafter "County") and Kostner, Koslo & Brovold LLC, a
Wisconsin limited liability company (hereinafter "Attorney").

WITNESS ETH

WHEREAS, the County, acting through its duly elected Board of Supervisors, seeks
under *Wis. Stat. § 59.42(3)* to contract with a private law firm for corporation counsel services;
and

WHEREAS, these parties desire to enter into this Agreement for the purpose of
establishing the terms and conditions under which Attorney will provide these professional legal
services to County,

NOW, THEREFORE, it is mutually agreed and understood by these parties, as follows:

1. Performance and Duties. The County hereby retains Attorney as its
corporation counsel, to perform all necessary and related legal services in connection with the
general government issues and matters specifically including, but not limited to, those arising
under Chapters 48, 49, 51, 54, 55, 59, or 767 Wis. Stats., ordinance creation and enforcement,
contracts, real property transactions, litigation, and support of various county department heads
and elected officials. Attorney shall also collaborate with Pepin County as necessary for Child
Support Services, and Health and Human Services legal representation. However, Attorney shall
not be responsible for or otherwise provide legal advice or representation on any matters
involving labor and employment, including labor negotiations., matters covered by the County's

insurance which provides counsel, matters that require specific expertise, cases arising under the Wisconsin Motor Vehicle Code, actions under Wisconsin Department of Natural Resources regulations, and matters under Chapter 24 of the Wisconsin Statutes

Attorney will communicate with the County through its County Administrator, County Board Chairman or the Executive Committee. Attorney will make herself available to answer the requests of all County employees and agents in the event of an emergency, otherwise, such requests for legal services shall require the prior approval of the department head. It is understood and agreed that the Board has authorized the County Administrator, Chairman and/or Executive Committee to request significant legal services at their discretion.

2. Term. The term of this Agreement shall be one year, commencing January 1, 2026 and terminating December 31, 2026 unless sooner terminated as provided herein.

This Agreement will renew for a term of the same duration subject to all conditions stated herein unless either party notifies the other 120 days in advance of the end of the term if a party wishes amendments. The parties will then have 30 days to work out such proposed amendments. If no agreement is reached, written notice must be given of the terminating party's intention to terminate the Agreement and the Agreement shall terminate 90 days after notice of termination provided.

3. Compensation. Attorney shall be paid at the rate of \$250.00 per hour for attorney's time, and \$70.00 per hour for staff's time.

Attorney is not an employee of the County and is not entitled to the benefits that normally accrue to employees.

Attorney shall be reimbursed for actual and reasonable expenditures inclusive of court filing fees, travel expense, copy charges, overnight courier charges, postal charges, recording and certifying fees, transcripts, witness fees deposition report fees, subpoena fees, process server fees and expenses, and online research charges.

Attorney shall not be reimbursed for continuing legal education expenses or other expenses not enumerated here without the prior consent of the County. Attorney shall provide to the County an itemization of the services rendered including the time spent on a monthly basis. County agrees to pay the amounts billed within 30 days of the date of each billing. Attorney charges interest at twelve (12%) percent per year on all accounts not paid when due. Interest is charged from the date of the billing, but only if the account is not paid when due.

4. Qualifications. Attorney shall be licensed in good standing to practice law in the State of Wisconsin.

5. Special Counsel. It is anticipated that all of the duties of the County Corporation Counsel shall be provided by Attorney, with the exception of those matters in which a conflict of interest arises, labor law issues, employment law issues, matters covered by the County's insurance which provides counsel, matters that require specific expertise, cases arising under the Wisconsin Motor Vehicle Code, actions under Wisconsin Department of Natural Resources regulations, and matters under Chapter 24 of the Wisconsin Statutes.

If Attorney determines that special counsel is necessary, she shall promptly inform the County Administrator who shall retain special counsel. Payment for special counsel services and expenses shall be paid by the County and not credited against the compensation due Attorney under this Agreement.

6. **Institution or Compromise of Suits.** Except for the violation of ordinances, and the regular Health & Human Services including child support, paternity, termination of parental rights, mental health issues and guardianship issues, the Attorney shall not institute, dismiss or compromise any claim, lawsuit or litigation except with the express approval of the Chairman/Executive Committee.

7. **Professional Insurance.** Attorney shall maintain, at her sole cost and expense, workers compensation, unemployment compensation, professional liability insurance covering herself and her staff. Professional liability insurance shall have policy limits of not less than \$1 million per occurrence.

8. **Staff.** Clerical staff for Attorney for the services provided under this Agreement shall be provided to a certain extent by the clerical staff of the various departments with which Attorney is working. Attorney shall make available, as needed, clerical staff from the law firm's office, which staff are her private employees and are not employees of the County.

9. **Termination.** In the event Attorney engages in any dishonest or criminal activity, engages in negligent or careless professional practice that is a substantial deviation from the standard of quality customarily provided in the legal profession; or in any manner conducts herself in a manner which harms the reputation and standing of the County, Attorney may be terminated immediately, without notice and with pay only to the date of such termination.

In the event Attorney becomes unable or unwilling to perform her duties or shall fail to perform her duties hereunder for 14 consecutive days, the County, at its option, may terminate this Agreement with thirty (30) days notice.

In all other events, either party may terminate this Agreement at any time by giving the other party at least 120 days notice, in writing, of the intention to terminate.

10. Entire Agreement. This Agreement represents the entire agreement of the parties plus neither party is responsible for any obligations to the other arising from this relationship except as stated in this Agreement.

Dated this ____ day of January, 2026.

BUFFALO COUNTY

By: _ _ _ _ _

KOSTNER, KOSLO & BROVOLD LLC

By: _ _ _ _ _
KARINA O'BRIEN, its managing member

Approved by Buffalo County Board
Resolution on the 26th day of January, 2026.