



WALDEN, NEITZKE  
& KUHARY, S.C.  
ATTORNEYS AT LAW

**LEGAL SERVICES PROPOSAL FOR THE WATERTOWN PUBLIC LIBRARY BOARD OF TRUSTEES**

**ATTENTION: CHRISTOPHER KOPPE, PRESIDENT**

**SUBMITTED BY: WALDEN, NEITZKE & KUHARY, S.C.**

**707 W. Moreland Blvd., Ste. 9**

**Waukesha, WI 53188**

**PHONE: (262) 547-5517**

**EMAIL: [wwirkus@waldenlaw.net](mailto:wwirkus@waldenlaw.net) (Atty. William W. Wirkus)**

**1. Overview:**

Walden, Neitzke & Kuhary, S.C. is a leader in the Waukesha County legal community. Founded in 1980, with a team of lawyers covering multiple legal disciplines and backgrounds, the firm has a broad array of experience from which to draw. From preparing contracts and handling sensitive employment matters to interpreting laws and representing clients in contract negotiations, we are prepared to guide Watertown Public Library's Board of Trustees (the "Board") with its current needs.

**2. Governmental/Non-Profit Representation:**

Attorney Wirkus currently represents another local library board as outside counsel which has been a Walden, Neitzke & Kuhary, S.C. client since 2006. In addition, Attorney Wirkus has represented a number of local non-profit organizations and numerous local businesses and individuals.

**3. Attorneys:**

Among the eight (8) current attorneys at Walden, Neitzke & Kuhary, S.C., the following attorneys are anticipated to provide the potential services requested:

**A. Attorney William W. Wirkus**

Atty. Wirkus has been licensed to practice law since 2011. He began his career representing various state agencies in tort claims, public records, and election law cases. During those engagements, Atty. Wirkus became well versed in representing public agencies, engaging in risk management, and in handling matters relating to public records requests, employment discrimination, qualified immunity for governmental employees, and constitutional law matters relating to the First Amendment, discrimination, and due process. Atty. Wirkus has also represented private clients in personal injury, breach of contract, and employment law cases. In addition to his representation at another local library board, Atty. Wirkus now primarily focuses on representing private businesses and non-profits, as outside corporate counsel, for their business and real estate needs. It is anticipated that Atty. Wirkus would handle the legal services sought by the Board for review, negotiations, drafting and advice relating to an inter-governmental cooperation agreement with the City of Watertown. Please see a link to Attorney Wirkus' bio here: <https://www.waldenlaw.net/about/william-wirkus/>

**4. Excluded Services:**

The firm does not provide legal services in the following common areas of practice: anti-trust, bankruptcy, energy, immigration, intellectual property, international, and labor law. We do not expect these excluded areas to adversely impact the Firm's representation of the Board. In the event of litigation, Attorney Wirkus would refer you to another Walden, Neitzke & Kuhary, S.C. attorney or another firm.

**5. No Anticipated Conflicts of Interest Precluding Representation:**

The Firm does not now have, nor does it anticipate, any conflicts of interest.

**6. Malpractice Insurance:**

The Firm carries professional liability insurance, which provides liability coverage for financial loss suffered by third parties arising from the acts, errors, and omissions in the legal services provided by the Firm and its attorneys. The firm is covered by The Travelers Indemnity Company.

**7. Fee Schedule:**

The standard fee and cost schedule for representing the Board during the term would be:

- Retainer/Advanced Fee: None.
- Attorney: \$325/hour
- Paralegal: \$150/hour
- Travel Time: One-half (1/2) of standard hourly rate. All other preparation, consultation, attendance, and representation will be charged at the full hourly rate.
- Copies: No charge, unless client requests copies and said copies exceed fifty (50) pages in any seven (7) day period.
- U.S. Mail: No charge for routine correspondence. Expedited mailing (if required), batch/bulk mailings, and extra services (i.e. insurances, etc.) will be charged per the Firm's actual cost.
- Shipping: Charged per the Firm's actual cost, if shipping was required for representation or requested by client.

**8. Standard Fee Agreement:**

The Firm utilizes a standard Engagement Letter for all its clients for its Engagement Letter, which is signed by an attorney of the firm and counter-signed by the client. A sample letter is attached hereto as Exhibit A.

It is important to us that terms of representation are transparent and that you are comfortable with our firms' representation of the Board, so we may enjoy a great working relationship. If you have any questions at all, do not hesitate to contact me. I am happy to clarify any questions you may have. Thank you for your kind consideration.

Sincerely,

WALDEN, NEITZKE & KUHARY, S.C.



Attorney William W. Wirkus

Enclosure: Engagement Letter



WALDEN, NEITZKE  
& KUHARY, S.C.  
ATTORNEYS AT LAW

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JAMES R. WALDEN, JR.  
WILLIAM W. WIRKUS  
EDMOND J. VAKLYES, JR.  
(1953-2013)

### **Attorney-Client Privileged Communication**

November 15, 2023

Watertown Public Library Board of Trustees  
c/o Christopher Koppes

RE: Engagement Agreement

Dear Watertown Public Library Board of Trustees:

Walden, Neitzke & Kuhary, S.C. is looking forward to working with and representing you ("Client") in connection with review, negotiation, drafting and advice relating to inter-governmental cooperation agreement with the City of Watertown pursuant to the terms and conditions contained herein. Walden, Neitzke & Kuhary, S.C. represents the Client and does not represent any other parties in the matter. The legal services Walden, Neitzke & Kuhary, S.C. will provide to Client are limited to this engagement agreement. Should Client require any other legal services, Walden, Neitzke & Kuhary, S.C. can only provide those services pursuant to a separate written engagement letter. Walden, Neitzke & Kuhary, S.C. and Client understand that this engagement will not include providing Client with tax or accounting advice concerning any aspect of this matter, and that Client will consult with their tax and accounting advisors concerning those issues.

Client agrees to pay Walden, Neitzke & Kuhary, S.C. for all services rendered, on an hourly basis, for time spent in performing services connected with these matters, at the rate of \$325.00 per hour for Attorney William W. Wirkus and at the rate of \$150.00 per hour for paralegal, Katy Dable. Client acknowledges and agrees that work on this matter may be delegated to other attorneys of Walden, Neitzke & Kuhary, S.C. where appropriate.

Client further acknowledges and agrees that the total charges for handling the above matter to its conclusion cannot be determined at this time, as it is unknown how much time will be necessary to spend in order to handle the matter to its conclusion. Walden, Neitzke & Kuhary, S.C. can make no promise or guarantee about the outcome of Client's matter. Statements about possible outcomes or strategies, or possible fees, costs or charges should be understood to be opinions or estimates and not guarantees.

In addition to charges for attorney services as described, Client agrees to reimburse Walden, Neitzke & Kuhary, S.C. for necessary expenses incidental to its representation of Client in this matter. Client will advance the necessary sums when requested to do so for these costs or promptly reimburse Walden, Neitzke & Kuhary, S.C. if Walden, Neitzke & Kuhary, S.C. has advanced such costs on behalf of Client.

Client will receive monthly billing statements and agrees to pay any balance due on such statements promptly. Client agrees to pay any outstanding balance within thirty (30) days of the date of the most recent periodic billing statement. Walden, Neitzke & Kuhary, S.C. shall charge interest at a rate of twelve percent (12%) per annum calculated at the rate of one percent (1%) per month commencing thirty (30) days from the date of the Client's billing statement on all outstanding fees and costs, unless other arrangements are made in writing and signed by an attorney of Walden, Neitzke & Kuhary, S.C. and the Client. Walden, Neitzke & Kuhary, S.C. reserves the right to withdraw its representation of Client if Client does not pay timely.

It is mutually agreed that the Client may discharge Walden, Neitzke & Kuhary, S.C. at any time; provided, however, that Walden, Neitzke & Kuhary, S.C. shall be paid for any and all outstanding attorney fees and disbursements.

Client further authorizes Walden, Neitzke & Kuhary, S.C. to communicate with Client electronically, via electronic mail ("e-mail"), facsimile ("fax") or via cellular telephone, as Walden, Neitzke & Kuhary, S.C. deems appropriate, and Client hereby consents to such communications despite being aware of the risk that such communications could be intercepted by third parties. Unless Client specifies or requests that a particular mode of communication or method for the transmission of information, or the request that additional security precautions be taken, Walden, Neitzke & Kuhary, S.C. will use a combination of electronic communication methods and regular mail for Walden, Neitzke & Kuhary, S.C.'s written communications with Client. If Client desires a different mode for any of our communications, please notify Walden, Neitzke & Kuhary, S.C.

Any documents or information Client provides to Walden, Neitzke & Kuhary, S.C. during the course of this engagement will be held until representation of Client ends. At the conclusion of this engagement, Walden, Neitzke & Kuhary, S.C. anticipates Client will request the return of any documents of information that Client needs. Following the passage of a reasonable period of time from the end of this engagement, any documents or information that Client does not request be returned will be destroyed or otherwise disposed in a manner that maintains the confidentiality of their content without advance notice to Client. By signing below Client agrees to the destruction of their file pursuant to this paragraph herein.

Client is aware that a court may, in some circumstances, order an adverse party to pay a portion, or all, of the attorney fees of the other party. In the event that any other party involved in this matter is ordered to make payment on any portion of Client's attorney fees, said contribution will be refunded to Client, if and when it is actually paid to Walden, Neitzke & Kuhary, S.C., and there is no outstanding indebtedness left to Walden, Neitzke & Kuhary, S.C. under the terms of this Agreement.

The Wisconsin Supreme Court requires law firms that operate as a limited liability entity, like Walden, Neitzke & Kuhary, S.C., to advise clients and prospective clients that the law governing this type of limited liability entity shields its owners from vicarious liability. This means that in the event of an error, Walden, Neitzke & Kuhary, S.C. and its insurer may be liable, as may be the attorney who worked on or directly supervised the matter, but other attorneys who did not work on or directly supervise the matter cannot be. Walden, Neitzke & Kuhary, S.C.'s liability insurance exceeds the minimum requirement for firms of our size.


At the conclusion of the representation, Walden, Neitzke & Kuhary, S.C., will provide Client with a written accounting of all fees and costs incurred in the matter, or an accounting of fees and costs incurred from the date of last billing statement sent to Client, along with a refund of any retainer fees that has not been earned or advanced costs that have not been used, if any.

Walden, Neitzke & Kuhary, S.C. appreciates this opportunity to represent you, and we look forward to working with you. These are the terms of our engagement. If you have any questions about the nature of the services Walden, Neitzke & Kuhary, S.C. will be providing, or any issue discussed in this letter, please let us know at your earliest convenience.

Walden, Neitzke & Kuhary, S.C. asks that Client signs a copy of this letter which will signify that you understand the nature and scope of the legal services Walden, Neitzke & Kuhary, S.C. will be providing Client. Please keep a copy of this letter for your records and please return a signed copy to me for our file.

Respectfully,

WALDEN, NEITZKE & KUHARY, S.C.



William W. Wirkus  
www/kd

The terms of the foregoing engagement are agreed to and accepted as of \_\_\_\_\_.  
Date

CLIENT:

WATERTOWN PUBLIC LIBRARY BOARD OF TRUSTEES:

\_\_\_\_\_  
Christopher Koppes, President