

TAGLaw International Lawyers

Kyle J. Gulya
Direct Telephone
608-316-3177

Kyle.Gulya@vonbriesen.com

VIA EMAIL

October 31, 2023

City of Whitewater
Attn: Common Council President James Allen,
City Manager John Weidl, and
City Attorney Jonathan McDonell
312 W. Whitewater Street
Whitewater, WI 53190

Re: Engagement of Services

Dear Mr. Allen, Mr. Weidl, and Attorney McDonell:

Thank you for the opportunity to continue representing the City of Whitewater. Our Firm has appreciated the opportunity to serve the City for more than a decade. Our Firm's goal is to affirm the foundational elements of the sound relationship that our Firm has with the City and to have a clear understanding of the terms and conditions upon which we will provide legal services. The purpose of this letter is to state those terms and conditions between the City and von Briesen & Roper, s.c.

SCOPE OF SERVICES

von Briesen & Roper have been asked to represent the City of Whitewater and render legal advice in connection with labor and employment matters, and corresponding tangential legal matters. From time to time, our Firm may be asked by representatives of the City to render legal advice involving other matters, and this letter will apply to services that we agree to undertake related to other matters.

RESPONSIBILITIES

In reliance upon information and guidance provided by the City, our Firm will provide legal services and assistance in accordance with this letter.

POTENTIAL CONFLICTS OF INTEREST

We are a relatively large law Firm and we represent many companies, government entities, and individuals. The City understands that the Firm may represent clients who may have interests adverse to the City in a wide variety of matters (including zoning, financing, environmental, real estate, traffic, ordinance compliance, condemnation, tax and litigation against the City, in which the

City has separate counsel); that the Firm's ability to represent the City for the matters identified in this letter is not limited by the representation of the Firm's other clients in such other matters, and that the City waives all current and future conflicts in those areas up to and including litigation against the City in those areas.

Your signature on this letter confirms our understanding that nothing in this engagement shall preclude the Firm from representing the interests of other clients or any related entities in the future, and in the event the interests of these clients or related entities become adverse at some point to the City, the City has agreed that nothing in this engagement shall prohibit the Firm, at the election of those clients or related entities, from representing those clients or related entities in connection with those matters, provided that the attorneys involved in those representations are different from the attorneys serving the City.

FEES FOR LEGAL SERVICES

Our fees for legal services will be based on the amount of time expended and the hourly rates of the attorneys and paralegals who render the services. Our rates are \$325.00 per hour for 2023 for our labor and employment attorneys. Other non-labor and employment attorneys or paralegals may be necessary for a project, and they will be billed at their customary hourly rates. Payment of our invoices is due upon receipt. We normally send monthly statements.

Please note that if there is an increase in this hourly rate, we will give appropriate notice to the City of this increase. We also bill for out-of-pocket disbursements, which will be shown on the statements. Payment for such disbursements is also due upon receipt of the statements.

COMMUNICATION BY E-MAIL

Our Firm primarily communicates with its clients via unencrypted internet e-mail. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within our internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers. **We understand we may use unencrypted e-mail to communicate with you unless you advise us not to do so.**

FILE RETENTION AND DESTRUCTION

In accordance with our records retention policy, most paper and electronic records that we maintain are subject to a 10-year retention period from the last matter activity date or whatever date we deem appropriate. Extended retention periods may apply to certain types of matters or pursuant to the City's specific directives.

After the expiration of the applicable retention period, we will destroy the records without further notice, unless the City notifies us otherwise. At the conclusion of this matter, the City may opt to retrieve the City's records from our Firm. We are happy to accommodate you in this regard.

LIMITED LIABILITY

von Briesen & Roper, s.c., is a limited liability entity under Wisconsin law. This means that if we fail to perform our duties in our representation, and that failure causes the City damages, our Firm and the shareholder(s) directly involved in the representation may be responsible for those damages, but the Firm's other shareholders will not be personally responsible.

MISCELLANEOUS

Enclosed is a statement entitled "General Provisions" setting forth additional terms and conditions which are incorporated into this letter and apply to our representation to the extent they are not inconsistent with the terms of this letter.

The City has the right at any time to terminate our Firm's services and representation upon written notice to the Firm. Such termination shall not, however, relieve the City of the obligation to pay for all services rendered and disbursements and other charges made or incurred on its behalf prior to the date of termination.

We reserve the right to withdraw from our representation with consent or for good cause. Good cause may include failure to honor the terms of this engagement letter, failure to pay amounts billed in a timely manner, failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical.

We are pleased to have this opportunity to be of service to the City. If at any time during the course of our representation you have any questions or comments about our costs, services or any aspect of how we provide services, then please call me.

If the foregoing is acceptable to the City, then we ask that an authorized representative of the City sign a copy of this letter acknowledging consent, and return it to us for our files. Thank you again for the opportunity to represent the City. Please feel free to call me if you have any comments or questions.

Very truly yours,

von BRIESEN & ROPER, s.c.



Kyle J. Gulya

I have read the above letter and I am authorized on behalf of the City of Whitewater to consent to services by von Briesen & Roper, s.c. as outlined in this letter.

By: _____

Date: _____

Authorized Representative

von Briesen & Roper, s.c.

GENERAL PROVISIONS

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between von Briesen & Roper, s.c., and our clients:

- (1) The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client, a client's representatives, counsel, witnesses, consultants, court personnel, and others with whom we communicate to handle a matter; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.
- (2) Clients are responsible for payment to reimburse us for costs incurred in performing services such as messenger and delivery, air freight, computerized research, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), court costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, consultants, and court reporters) and other large disbursements will not be paid by our Firm and will be the responsibility of, and billed directly to, the client.
- (3) We may, on occasion, furnish estimates of fees or charges we anticipate will be incurred on a client's behalf, these estimates are by their nature inexact. We are not bound by any estimates except as expressly set forth in the engagement letter or otherwise agreed to by us in writing.
- (4) Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. We expect prompt payment.
- (5) A client shall have the right at any time to terminate our services and representation upon written notice to the Firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.
- (6) We reserve the right to withdraw from our representation with the client's consent or for good cause. Good cause may include the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts

billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.