

VIA EMAIL

December 21, 2015

Brian E. Running, City Attorney
City of Waukesha
City Hall, Room 206
201 Delafield Street
Waukesha, WI 53188

RE: Legal Engagement of Services
von Briesen & Roper, s.c.

Dear Attorney Running:

Thank you for considering von Briesen & Roper, s.c. to provide legal services for the City of Waukesha. The purpose of this letter is to articulate and confirm the terms and conditions under which our services will be provided.

SCOPE OF SERVICES

As attorneys, we owe certain professional obligations to our clients. With respect to the matter set forth in this letter, our client is City of Waukesha (the "City"). Our services will involve advising the City on labor and employment matters and specifically working with Mayor Shawn Reilly involving the dispute with Jesus Alba, along with any other matters the City requests and that we agree to provide.

RESPONSIBILITIES

In reliance upon information and guidance provided by the City, we will provide legal counsel and assistance in accordance with this letter, keep the City reasonably informed of progress and developments, and respond to the City's inquiries.

POTENTIAL CONFLICTS OF INTEREST

We are a relatively large law firm and we represent many businesses, government entities, and individuals. It is possible that some of our present and future clients will have relationships and potential or actual disputes with the City. We will not knowingly represent clients in matters that are actually adverse to the City's interests without permission and the City's informed consent. We would ask that the City consent, on a case by case basis, to our representation of other clients whose interests are or may be adverse to the City's interests in circumstances where the City has selected other counsel and where we have requested a written conflict waiver from the City after we have advised the City of the circumstances of the potential or actual conflict and the City has given us informed consent.

FEEES FOR LEGAL SERVICES

Our fees for legal services rendered will be based on the amount of time required and the hourly rates of the attorneys and paralegals rendering the services. Our labor and employment attorneys will bill our time at a blended hourly rate of \$230.00 per hour. Hourly rates are periodically adjusted to reflect increased efficiency, skills, and cost increases. The adjusted rates will apply to all services performed thereafter. Other attorneys who may perform services for the City will bill their standard or reduced hourly rates. We will seek to utilize lawyers whose experience is commensurate with the nature and importance of the task to be performed in order to provide efficient and cost-effective service. In addition to our fees, we will expect payment for disbursements and other charges as described in the General Provisions attached hereto. These amounts will include filing fees, travel costs, and overnight or special shipments, but do not include routine expenses such as fax or long distance charges.

Each month we will furnish the City with a statement describing our services and separately showing disbursements and other charges in a format and with such detail as the City and we may agree. There is often an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be billed at the same time as the related legal services.

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 to the City for those damages, but the firm's other shareholders will not be personally responsible. Our professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of our size.

COMMUNICATION BY E-MAIL

Our firm primarily communicates with its clients via unencrypted internet e-mail, and this will be the way in which we communicate with the City. 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.

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 to the City, 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.

Brian E. Running, City Attorney
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GENERAL PROVISIONS

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.

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, please don't hesitate to call me.

Very truly yours,

von BRIESEN & ROPER, s.c.



Kyle J. Gulya

The City of Waukesha agrees to retain the services of von Briesen & Roper, s.c. under the terms and conditions specified above.

Date: _____

CITY OF WAUKESHA

By: _____
Brian E. Running
City Attorney

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 and counsel, witnesses, consultants, court personnel, and others; 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 of 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 large volume photocopying, messenger and delivery, air freight, 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 will charge for our direct costs and overhead allocable to the services. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, witnesses, appraisers, 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.