

TAGLaw International Lawyers

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November 2, 2022

Village of Elm Grove  
c/o David De Angelis, Village Manager  
13600 Juneau Boulevard  
Elm Grove, WI 53122

Re: Engagement Agreement for Legal Services January 1, 2023-December 31, 2023

Dear Dave:

As a follow up to our discussion this afternoon, I am writing to confirm that the fees and terms of the legal representation of the Village of Elm Grove by my firm during the period of January 1, 2023-December 31, 2023 will remain identical to those contained in the attached Engagement Letter dated December 29, 2021 for the 2022 calendar year.

This arrangement is offered in an effort to assist the Village in closing the gap between the Village's projected budget gap and the allowable statutory levy limits.

Sincerely,

von BRIESEN & ROPER, s.c.



Hector de la Mora

HD:bai  
Enclosure

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## ENGAGEMENT LETTER

December 29, 2021

Village of Elm Grove  
c/o David De Angelis, Village Manager  
13600 Juneau Boulevard  
Elm Grove, WI 53122

Dear Dave:

von Briesen & Roper, s.c. is honored to continue to represent the Village of Elm Grove (“Village”) in providing a scope of services that consists of general municipal legal services as its Village Attorney.

The purpose of this letter is to articulate and confirm these terms and conditions.

### RESPONSIBILITIES

In reliance upon information and guidance provided by the Village Board of Trustees (“Board”) and you, we will provide legal counsel and assistance in accordance with this letter, keep you reasonably informed of progress and developments, and respond to your or the Board’s inquiries.

### FEES FOR LEGAL SERVICES

Our fees for legal services rendered to the Village will be primarily based on the amount of time required and the hourly rates of the attorneys and paralegals who render the services. These rates are periodically adjusted to reflect increased efficiency, skills and cost increases. The adjusted rates will apply to all services performed thereafter.

Our billing rates effective January 1, 2022 through December 31, 2022 for the attorneys, law clerks and legal assistants of the firm we anticipate will be working on behalf of the Village will be \$250.00/hr. (attorneys) and \$69.00/hr. (law clerks and legal assistants).<sup>1</sup> As we proceed, we will use

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<sup>1</sup> Rates for legal services provided by other *specialized* practitioners in the firm will vary by practice area on a pre-agreed case by case basis [for example, but not limited to, municipal finance, TIF

personnel with lower billing rates to the extent practical to work on your matters. The monthly retainer will be reduced from \$1,011.50 to \$950.81.

### **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 of the Village and that failure causes the Village damages, our firm and the shareholder(s) directly involved in the representation may be responsible to the Village 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 you. 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.

### **CLIENT'S RESPONSIBILITIES**

The Village agrees to cooperate with our firm, to keep us informed of any developments that are relevant to the matter(s) we are assisting the Village with, to faithfully comply with this agreement, and to pay our fees on time.

### **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 your specific directives. **Notwithstanding the above, our firm does not provide document repository or archival services for documents of our municipal clients. Our practice is to provide copy of documents prepared to the Village Clerk and/or the Village Official requesting our services.**

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

**Under no circumstances however will our firm serve as a custodian depository or back-up of official records which should be maintained by other elected or appointed village officials.**

### **POTENTIAL CONFLICTS OF INTEREST**

We are a relatively large law firm and we represent many entities and individuals. It is possible that some of our present and future clients will have business relationships and potential or actual

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representation and equalized assessment challenges, eminent domain services, employment law services, state or federal court litigation representation (other than municipal code enforcement matters) and environmental law enforcement matters pursued against or by the Village].

disputes with the Village or its subunits. We will not knowingly represent clients in matters that are actually adverse to the interests of the Village without its permission and its informed consent. We would ask that the Village consent, on a case by case basis, to our representation of other clients whose interests are, or may be adverse to, the interests of the Village in circumstances where the Village has selected other counsel and where we have requested a written conflict waiver from the Village after we have advised the Village of the circumstances of the potential or actual conflict and the Village has given us informed consent.

**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 consider it a privilege to have the opportunity to continue to be of service to the Village. 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 contact me.

**REPRESENTATION**

It is expressly agreed and understood by the Village that no promises, assurances or guarantees as to the outcome of matters referred to us have been made by any member of our firm. Payment is not contingent upon the outcome of matters.

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Neil Palmer on behalf of the Village of Elm Grove

Its: Village President

Witnessed By: \_\_\_\_\_  
Michelle Luedtke, Village Clerk

Sincerely,

von BRIESEN & ROPER, s.c.

  
Hector de la Mora

Hd:wwd

**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 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, 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.