

TAGLaw International Lawyers

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## ENGAGEMENT LETTER

May 29, 2020

Mr. Timothy McCumber, Board Chair  
Sauk County Board of Supervisors  
Sauk County West Square Building  
Room 326  
505 Broadway  
Baraboo, WI 53913

Dear Chair McCumber,

Thank you for asking von Briesen & Roper, s.c. to represent Sauk County. We look forward to working with you. This engagement letter sets out the terms and conditions upon which we will provide legal services as the interim corporation counsel for Sauk County (also referred to as “the County” herein).

### SCOPE OF SERVICES

Pursuant to Wis. Stat. § 59.42, the Sauk County Board of Supervisors has named our firm interim corporation counsel for Sauk County to perform the duties set forth in this engagement letter. Our services include providing general counsel, advisory and management services to the County in relation to the County’s legal matters. Unless otherwise modified or excluded herein, we will provide all legal services that arise in relation to the County’s operations and governance consistent with the Sauk County Code and applicable law.

We will commit to spending at least eight (8) days per month on-site in the County’s facilities and will further commit to attending all scheduled County Board and Executive and Legislative (“E & L”) Committee meetings. Attorney Andrew Phillips is responsible for this engagement and will retain management responsibilities for matters involving the County and our firm. Attorney Rebecca Roeker will be primarily responsible for the legal services provided herein and shall be the attorney that is on-site with the County as provided herein. Attorney Jacob Curtis shall be available for consultation with County officials and personnel and will also be available for on-site visits on an as-needed basis. From time to time, there may be other attorneys in our firm that provide services under this engagement, but Attorneys Phillips, Roeker and Curtis shall maintain primary responsibility as set forth herein.

We understand that certain legal services are provided to the County by either current staff or other contracted counsel. Likewise, we understand that there are personnel employed by Sauk County to provide administrative support to the corporation counsel’s office. While we will provide management and advisory oversight of those services and personnel, we do not accept responsibility for the services

provided by those persons unaffiliated with our firm and no partnership, supervisory or other legal relationship is created by virtue of our oversight function. Specifically, all legal matters relating to the following areas are excluded from our engagement: CHIPs/juvenile matters, child support enforcement, property tax foreclosures and in rem proceedings, zoning and land use questions falling under the jurisdiction of the Land Resources & Environment Committee and the Board of Adjustment, matters handled by the District Attorney's office, and services in relation to Chapters 51 and 55, including mental health commitments and emergency detentions.

Our work for the County on the Baraboo News public records request litigation is outside the scope of this engagement and time expended for that matter will be billed separately. Likewise, there may be matters of a more complex nature that arise that the County would customarily refer to outside counsel. If we are asked to represent the County in such matters, we will discuss a separate engagement relative to those services.

## **RESPONSIBILITIES**

In reliance upon information and guidance provided by 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 inquiries.

## **POTENTIAL CONFLICTS OF INTEREST**

We are a relatively large law firm and we represent many other local units of government, companies and individuals. It is possible that some of our present and future clients will have business relationships and potential or actual disputes with Sauk County and its affiliates. We will not knowingly represent clients in matters that are actually adverse to the interests of Sauk County without your permission and your informed consent. We would ask that you consent, on a case by case basis, to our representation of other clients whose interests are, or maybe adverse to, the interests of Sauk County in circumstances where Sauk County has selected other counsel and where we have requested a written conflict waiver from you after we have advised you of the circumstances of the potential or actual conflict and you have given us your informed consent.

## **FEES FOR LEGAL SERVICES**

Our fees for legal services rendered to Sauk County will be \$17,500 per month. Any services provided outside the scope of this engagement, as confirmed by the County, will be billed at the then-current discounted hourly rate of the attorney providing the 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 of Sauk County, and that failure causes Sauk County damages, our firm and the shareholder(s) directly involved in the representation may be responsible to Sauk County 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.

## **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.

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.

## **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 Sauk County. 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.

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

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

By: \_\_\_\_\_  
Timothy McCumber

Its: Board Chair \_\_\_\_\_

Very truly yours,

von BRIESEN & ROPER, s.c.



Andrew T. Phillips  
ATP:slf

Enclosure

**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 monthly fee payable in the attached letter is due by the 15<sup>th</sup> day of the month following the month in which the services are performed.
- (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, 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. We expect that the County will provide standard office equipment and supplies for our use on days where we are on-site in the County.
- (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. Upon termination of our engagement, for any reason, the monthly fee will be prorated based upon the daily rate associated with the monthly fee.
- (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.