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May 15, 2009

Mayor Jim Griffin  
City of Stoughton  
381 East Main Street  
Stoughton, WI 53589

Re: Additional Information Concerning Response to Request for Proposal

Dear Mayor Griffin:

This letter is our response to the Finance Committee's request for additional information relating to the City's request for proposal for legal services. Our answers to the Finance Committee's questions are set forth below.

1. Summary of Costs for Legal Services.

The City asked us to describe what its costs would be over the 42 month period beginning July 1, 2009, and assuming we are asked to provide 650 hours of legal services annually. We have submitted a combination fixed fee and hourly proposal. City council meetings (two per month) and prosecutions in municipal court would be covered by the fixed fee, and other matters would be handled on an hourly basis. Based on the information we have from the City about the number of hours spent on different types of legal services that were provided in 2008, 396 hours per year would be covered by the fixed fee, and 264 hours per year would be hourly.

Our proposed fixed fee is \$4,000 per month for the first 18 months, and \$4,200 per month for the remaining 24 months. Our proposed hourly rates are \$170

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(partners)/\$160 (associates) for the first 18 months, and \$175 (partners)/\$165 (associates) for the remaining 24 months. Based on these hours and fees, the City's costs for legal services during the 42 month contract would be as follows:

A.	July 1, 2009 to December 31, 2009	\$ 45,696
B.	2010	\$ 91,392
C.	2011	\$ 101,000
D.	2012	\$ 101,100

2. Conflicts of Interest.

We have no existing conflict of interest in representing the City of Stoughton. We take our ethical obligations seriously. Our municipal law practice is a core area of our business. As a result, we are careful to avoid representing developers or others on matters that could lead to a conflict of interest with our municipal clients. If we do become aware of a potential conflict of interest, we fully comply with the rules of professional responsibility governing lawyers in Wisconsin.

3. Transition Plans.

If selected to represent the City, we would propose to begin by meeting with City officials and staff to learn the status of any pending or anticipated legal matters. We would also want to discuss basic procedural questions, such as who would be authorized to request legal assistance, who should be included in our correspondence and communications with the City, and whether the City has any requests for how we work with the City. We would obtain any necessary files and documents from the City and its former attorney. Following these initial steps, we would work with the appropriate City officials and staff to develop and implement appropriate plans for assisting the City in pending and anticipated matters.

We would be willing to hold an initial transition meeting with City officials and staff, for up to 4 hours, at no cost to the City.

4. Example of a Contract.

The Finance Committee requested an example of the form of contract that we typically use with municipal clients. I have enclosed a copy of such a contract. You will note that the enclosed contract is based on hourly rates only and does not provide for a combination of fixed fees and hourly rates.

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We thank the City for the opportunity to provide this additional information. Please feel free to let me know if we can provide any further information.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Matthew P. Dregne". The signature is stylized and cursive.

Matthew P. Dregne

MPD:lab

Enclosure

cc: Laurie Sullivan, Finance Director (with enclosure)

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bcc: Richard Yde (with enclosure)

AGREEMENT FOR LEGAL SERVICES  
2009

It is hereby agreed by and between the Village of \_\_\_\_\_, Wisconsin, hereinafter referred to as the "Village," and the law firm of Stafford Rosenbaum LLP, hereinafter referred to as "Village Attorney," as follows:

1. *Term of Agreement.* The term of this Agreement shall commence January 1, 2009 and shall terminate December 31, 2009, subject, however, to the termination provisions of paragraph 6.
2. *Duties and Responsibilities.* The Village hereby retains the Village Attorney to provide, when requested by the Village, the following services:
  - A. The full range of municipal legal services, with the exception of bond counsel and ordinance prosecution.
  - B. Such further municipal legal services as shall, from time to time, be requested by the Village President, the Village Board, the Village Department Heads, and/or the Administrator.
  - C. Attendance at regular and special Village Board and Committee meetings, as requested.
3. *Compensation.*
  - A. Services will be provided at the hourly rates set forth on the attached schedule entitled Municipal Rates for 2009.
  - B. The Village Attorney will charge the Village for time spent traveling on Village-related business at the regular hourly rates. Time spent traveling to the Village shall be based upon the time to travel from the Village Attorney's Madison office to the Village Office.
  - C. The Village will reimburse the Village Attorney for all expenses the Village Attorney incurs in connection with services provided to the Village.
  - D. The Village Attorney will submit to the Village Clerk an itemized statement each month that shows the total time worked and the nature of the work performed. The Village will pay any amounts due within 30 days of receipt of such an itemized statement.

4. *Conflict of Interest.* The Village Attorney will notify the Village of any real or potential conflict of interest regarding the Village Attorney's representation of the Village. The Village Attorney may decline or withdraw from representation of the Village in a matter as a result of any real or potential conflict of interest.
  
5. *Village Records and Files.* Upon the termination or expiration of this Agreement, the Village Attorney will promptly deliver all of the files related to the services it performed for the Village to the successor in office. The Village Attorney may retain copies of all files; such copies, however, shall be produced at the Village Attorney's expense.
  
6. *Termination.* Either party, upon written notice to the other, may terminate this Agreement without cause upon the expiration of 90 days from the delivery of such written notice to the other party. In the event of such termination, the Village Attorney will be compensated for services rendered and expenses incurred prior to such termination in accordance with the terms set forth above.
  
7. *Modification of Agreement.* No modification of this Agreement will be valid unless it is in writing and is duly executed by both parties. The parties further agree that the provisions of this paragraph may not be waived, except as specifically herein set forth.

VILLAGE OF \_\_\_\_\_

\_\_\_\_\_  
Date

By \_\_\_\_\_  
\_\_\_\_\_, Village President

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
\_\_\_\_\_, Village Clerk

STAFFORD ROSENBAUM LLP

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Matthew P. Dregne, Partner