



## MEMORANDUM

DATE: March 11, 2015

TO: Commissioners

FROM: Dan Duchniak, General Manager

RE: Legal Services Agreement with Stafford Rosebaum LLP

Don Gallo of Reinhart Law Firm has represented the Utility since the Waukesha Water Utility was notified that they were in violation of the radium standard. Recently, Don Gallo has left the Reinhart Law Firm and has moved to a new firm, Whyte Hirschboeck Dudek S.C.

After speaking with City Attorney Running, Mayor Reilly and our technical team, it was decided that this would be a good time to review our legal service's needs. The Mayor, City Attorney and I developed a list of qualified attorney's, vetted them and ultimately selected to interview two candidates. The candidates selected were the two that had the most experience in Compact related issues as well as wastewater discharge/permitting issues.

After the interview process and reference checks, it was determined that Paul Kent of Stafford Rosebaum LLP would be the best fit at this time to assist us in moving the Application for Great Lakes Water forward.

Therefore, we are also recommending the Legal Services Agreement with Stafford Rosebaum LLP be executed, for a cost not to exceed \$50,000. This Agreement will be for 2015. The rates provided for in the contract were the same rates that were being charged by Don Gallo of Reinhart Law Firm.

This amount has been budgeted for in account 1830-100.

A copy of the agreement is attached for your reference.

I look forward to this discussion with you. If you have any questions or would like any additional information prior to the meeting, please contact me.

**Recommended Motion:** Move to approve a legal services contract with Stafford Rosebaum LLP for a time and materials agreement not to exceed \$50,000.

**Paul G. Kent**

222 West Washington Avenue, Suite 900  
P.O. Box 1784  
Madison, WI 53701-1784  
pkent@staffordlaw.com  
608.259.2665

March 10, 2015

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

RE: Retainer Letter

Dear Mr. Running:

This confirms our agreement that the City of Waukesha has retained us to assist the City with the Great Lakes water diversion project. The scope of representation is anticipated to include permitting and regulatory issues associated with the water diversion and return flow including approvals required under the Great Lakes Compact. It also would include any ancillary litigation arising from such permitting and regulatory matters. Our representation is limited to this issue and we are not representing you with respect to other matters. Our representation is limited to \$50,000, after which any additional work will need to be authorized in writing.

As we discussed, you have agreed to pay for our services based on the number of hours we spend working on this matter. Our hourly rates are discounted for municipalities and are:

Partners/Of Counsel	\$ 275.00
Associate Attorneys	\$ 200.00
Paralegals/Legal Assistants	\$ 110.00

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**Madison Office**

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1200 North Mayfair Road 414.982.2850  
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March 10, 2015

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The above hourly rates are the rates in effect for the current year and are subject to change on an annual basis. We will notify you in writing prior to a change in our rates.

You also agree to pay for all expenses. These expenses include, but are not limited to, filing fees, fees for court reporters and expert witnesses, postage, computer-aided research, travel expenses, document filing and certification, express delivery and photocopying. Photocopying done in our office will be charged at 20 cents per page for black and white copies and at 50 cents per page for color copies. We may forward some invoices for expenses directly to you for payment.

We will be billing you monthly during the course of our work. Each bill is payable in full upon receipt. Due to the Water Utility's payables procedure, we agree to allow for payment no later than the third Friday of the month of bills received before the first of the month. We understand that there will be times when that scheme would cause payment to be later than 30 days.

A 1% per month (12% per year) interest charge may be assessed on any unpaid balance remaining 60 days after the date of any bill we send to you. The interest charge will continue to be assessed until the balance is paid in full.

To enable us to represent you effectively, you agree to cooperate fully with us in all aspects of the representation. You understand that we do not make any promise or guarantee about the outcome of this matter. You agree to pay all fees and expenses regardless of the outcome. We reserve the right to withdraw as your lawyers if you do not meet the terms of this agreement with respect to fees and advances.

At the conclusion of this matter, we will return all important original documents to you, and keep your file for 7 years, at which point we will destroy it, unless you wish to pick up your file.

You may discharge us as your attorneys at any time by written notice. If you do so, you remain responsible for paying all fees and expenses incurred before we receive the notice.

March 10, 2015

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We may terminate our representation of you if we conclude that we may do so consistent with the Rules of Professional Conduct for Attorneys. If we do so, you remain responsible for paying all fees and expenses incurred before termination.

This letter states our entire agreement and supersedes any previous discussions. Please confirm your agreement with the arrangements stated above by signing one copy of this letter and returning it to us.

Please review the enclosed Billing Information Statement. If you have any questions now or at any time regarding the status of your account or our billing procedures, please do not hesitate to ask us.

Very truly yours,

**STAFFORD ROSENBAUM LLP**



Paul G. Kent  
Partner

PGK:mai  
Enclosure

Agreed to:

**CITY OF WAUKESHA**

By \_\_\_\_\_, 2015  
Date

## BILLING INFORMATION STATEMENT

### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT

If you think your Statement is wrong, if you object to a disbursement from our trust account or if you need more information about a transaction on your Statement, write us at:

Stafford Rosenbaum LLP  
Attention: Accounting  
222 West Washington Ave., Suite 900  
P. O. Box 1784  
Madison, WI 53701-1784

Write to us as soon as possible. We must hear from you no later than 30 days after we sent you the first Statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name.
- The dollar amount of the suspected error.
- Describe the error and explain why you believe there is an error. A generalized objection may not be sufficient to preserve your rights.
- If you need more information, describe the item you are not sure about.

We will either correct the error or explain why we believe the Statement was correct. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your Statement that are not in question.

#### Madison Office

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If we find that we made a mistake on your Statement, you will not have to pay any Finance Charge related to any questioned amount. If we did not make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a notification of the amount you owe and the date that it is due.

LIMITED LIABILITY LAW PRACTICE

Our law firm has registered as a limited liability partnership (LLP) with the Wisconsin Department of Financial Institutions. In order to operate as an LLP, our firm is required (by Wisconsin Supreme Court Rule) to carry professional liability insurance providing at least \$1,000,000 in combined indemnity and defense cost coverage per claim and \$2,000,000 in aggregate combined indemnity and defense cost coverage per policy period. Our firm's coverage will meet or exceed these requirements.

Each partner who renders services to you may be personally liable for his or her acts or conduct. However, partners who have no involvement with a matter are not subject to personal liability with respect to that matter.



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