

#447

STITZEL PAGE & FLETCHER PC

ATTORNEYS AT LAW

Robert E. Fletcher - rfletcher@firmspf.com - (802)660-2555

July 22, 2016

Mr. Geoffrey Urbanik
Town Manager
Town of Richmond
P.O. Box 285
Richmond, VT 05477

RECEIVED

AUG 02 2016

STITZEL, PAGE &
FLETCHER, P.C.

Re: Legal Services Agreement

Dear Geoff:

Thank you to you and the Selectboard for deciding to engage the firm of Stitzel, Page & Fletcher, P.C. (the Firm) as general legal counsel for the Town of Richmond (the Town). We appreciate your confidence and look forward to working with you, the Selectboard, and the Town's employees. We agree to provide comprehensive legal services to the Town under the terms of this Letter Agreement.

Pursuant to the Town's Request for Proposals (the RFP) we will provide all legal services required by the Town during the term of our engagement, including the following: legal research and the provision of advisory opinions; representation in litigation, arbitration and mediation; review or drafting of resolutions, ordinances and motions; review or drafting of contracts; consultation and representation regarding personnel and union matters; advising on changes in local, state and federal laws as they pertain to the Town; zoning bylaw enforcement and related litigation; reappraisal and general tax assessment defense; acquisition of real property interests; public official and police liability; land use law; periodic review of operations and policies of Town Government for legality and propriety; and any other matters as directed by the Town. We expect and understand that our engagement will require periodic attendance at meetings of Town Boards.

We will perform the legal services required of us for the rates and on the terms described in our Response, and those rates will remain in effect at least through December 31, 2017. The Firm will provide detailed billings on a monthly basis, describing the services provided, identifying the assigned attorney or attorneys, and the time spent by each. Expenses (such as copying, postage, and mileage (subject to our commitment not to charge mileage to travel to or from the Town)) will be itemized and billed on a monthly basis. Our monthly invoices are

171 Battery Street, P.O. Box 1507, Burlington, Vermont 05402 | www.firmspf.com | Fax (802)660-2552

Mr. Geoffrey Urbanik, Town Manager
July 22, 2016
Page 2

payable within thirty days of the billing date. Naturally, if there are questions about our bills, we will endeavor to provide a satisfactory explanation as promptly as possible.

The Firm will be and function as an independent contractor; it does not have an employment relationship with the Town. The Firm has and will maintain in effect throughout the engagement all insurance coverages required of an employer under applicable laws, and will pay all required withholdings as they come due. In addition, the Firm will maintain in full force and effect professional liability insurance in the amount detailed in our Response.

Our engagement is of unlimited duration, but terminable by either party on the following terms. If the Town so chooses, it may terminate our arrangement at any time by action of the Selectboard. We have the right to withdraw from our representation of the Town and terminate the arrangement (subject to any applicable rules of professional conduct or court order) if the Town fails to pay for legal services provided by the Firm or if the Town has misrepresented or failed to disclose material facts related to events, circumstances or matters about which we are expected to advise or represent the Town, or the Town fails to follow our legal advice. In the event of termination, we will cooperate with the Town and any successor legal provider to smoothly transition outstanding projects and activities.

We will establish and maintain files concerning matters we have been engaged to work on for the Town. These files may contain both physical documents and electronic materials that come into our possession. We may also place in such files our own work product, including the mental impressions, opinions, and notes of the attorney(s) assigned to work on the matter (our Work Product). The files other than our Work Product are and will remain Town property. At the conclusion of the Firm's engagement by the Town, or upon issuance of our final invoice for services, upon request we will return all original documents provided to us by the Town. We will retain the remainder of the files for six (6) years after the conclusion of our engagement, at which time the Town may request that the Firm provide to it all of its files, exclusive of Work Product. If so requested, we will do so. The Firm may, at its own expense, make copies of the files (or portions thereof) and retain them for its own records. If the Town does not request the return of its files, the Firm will have no further obligation to retain them, and may securely dispose of them without further notice to the Town.

If disputes arise between the Town and the Firm, the parties agree that the laws of the State of Vermont will apply and this agreement will be interpreted and enforced in accordance with those laws.

We look forward to providing the Town of Richmond with comprehensive legal services. It would be beneficial for us to schedule a time to get together and

Mr. Geoffrey Urbanik, Town Manager
July 22, 2016
Page 3

review the Town's legal matters and where our services may be best engaged at the outset.

If you have questions about this arrangement or wish to discuss an alternative means to memorialize it, please feel free to call. If this Letter Agreement sets forth the arrangement between the Town and the Firm accurately, please sign and return the original of this letter and retain a copy in your files.

Sincerely,
STITZEL, PAGE & FLETCHER, P.C.

By:


Robert E. Fletcher
For the Firm

I HAVE READ AND HEREBY ACCEPT AND AGREE TO THIS ARRANGEMENT
ON BEHALF OF THE TOWN OF RICHMOND:

TOWN OF RICHMOND

By:


Its Duly Authorized Agent

Date

8/1/2016

EXHIBIT C
HOURLY RATES
& REIMBURSABLE EXPENSES

Principals:

Steven F. Stitzel	\$170.00
Patti R. Page	
Robert E. Fletcher	
Joseph S. McLean	
Amanda S.E. Lafferty	
John H. Klesch	
Dina L. Atwood	
David W. Rugh	

Associates:

Eric G. Derry	\$150.00
---------------	----------

<u>Paralegal Services:</u>	\$ 60.00
-----------------------------------	----------

Reimbursable Expenses:

Photocopies	0.15/page
Mileage	0.54/mile*
Misc. Expenses	Cost
• Postage	
• Court Filing Fees	
• Westlaw	
• Consultants	
• Other	

There will be no charge for attorney travel time to the Richmond Town Offices.

*Subject to adjustment consistent with adjustments to the Internal Revenue Service approved mileage reimbursement rate.