



156 Battery Street, Burlington, VT 05401
T 802 660 4735 | F 802 419 3662

92 Fairfield Street, St. Albans, VT 05478
T 802 524 9721 | F 802 524 4665

Edward G. Adrian (Of Counsel)
Steven R. Ducham
Amy E. Escott
Brian P. Monaghan
Claudine C. Safar*

**Also licensed in New Hampshire
and Maine*

October 21, 2015

Joe Colangelo, Town Manager
Town of Shelburne
5420 Shelburne Road
P.O. Box 88
Shelburne, VT 05482

Re: Agreement of legal representation

Dear Joe:

I am writing to confirm that the Town of Shelburne (the Town) has requested Monaghan Safar Ducham PLLC (the Firm) to represent the Town. We appreciate your confidence in our Firm and are pleased to accept this engagement subject to the terms of this Agreement, which sets forth the terms of our services.

Scope of Services Under Retainer and Legal Fees

This Firm will serve as general municipal corporate counsel to the Town as requested, for a retainer fee, as further set forth below. Services to be provided under the retainer include, but are not limited to, the following:

1. Provision of legal opinions on matters of statutory, charter and ordinance interpretation such as the Public Records Act, Open Meeting Law, elections law, property taxation, and land use regulations;
2. Preparation of ordinances and ordinance amendments;
3. Preparation of Town Meeting warnings and related documents;
4. Review of routine lease and purchase agreements such as for copying equipment and computer software licenses;
5. Consultation on personnel matters such as employee evaluation, disciplinary actions, ADA compliance and application of the Vermont and federal family leave acts (as set forth below, contested proceedings before the Selectboard, arbitration hearings and court proceedings are excluded from the retainer fee);
6. Staff and board trainings; and
7. Other routine Town matters that are not specifically identified below.

Pursuant to this retainer agreement, the Firm will bill its services as follows: The Town will be billed \$750 per month, equating to approximately 4.5 hours of legal work by attorneys. It would include all subject matters worked on for the Town except for litigation matters. If legal services are required beyond this amount, the Firm would bill the Town at the hourly rate of \$165 for Attorneys Safar and Monaghan. Any work by an "Of Counsel" Attorney (presently, Ed Adrian) would be billed at \$150 per hour. Any associate attorney work would be billed at \$135 per hour, and any paralegal work would be billed at \$75 per hour. Any litigation would be billed at the agreed-to hourly rates.

If there is any amount of the \$750 per month not used in a particular month, that amount would be rolled into the next month. The parties understand and agree that they may agree to amend this retainer figure, and any other terms, at any time once this Agreement has been in effect.

These rates shall remain in effect until June 30, 2017.

Fees for Services Not Included in Retainer

The Firm will provide services which will be billed at the hourly rates set forth above, which include as follows:

1. Litigation: Participation in administrative or judicial proceedings, including actions taken in preparation for initiation/defense of litigation and negotiations undertaken to settle disputes where litigation is either pending or threatened, but not commenced;
2. Collection Work: Services provided to collect any monies due the Town, including tax collection or bankruptcy;
3. Labor Contract Negotiations: Services provided in preparation for and participation in labor contract negotiations and impasse proceedings;
4. Personnel Grievances: Personnel Grievances: Services representing the Town or Town Manager at arbitration proceedings, or in appeals of Town Manager decisions to the Selectboard. Note that there may be ethical representation issues that arise in these circumstances, which the Firm would have to address on a case-by-case basis.

5. Special Town Projects: Services provided for the Town in support of projects funded entirely, or in part, by Federal or State funds, or proceeds of Town bonds, special assessments, or impact fees.
6. Water and Sewer Departments: All services provided these departments including, for example, right of way/easement clarification, acquisition, and equipment purchase/service agreements.
7. Private Party Agreements: All services provided in connection with request from private persons or entities to enter into agreements with the Town, such as requests to lease or use Town property or to stabilize taxes.
8. Permit-Required Special Legal Document Review: Review and/or preparation of legal documents by the Town as a condition of a Town-issued permit, approval or license which costs shall be paid by the third party requesting or required to provide such a review ("third party" reviews).

Costs and Disbursements

In addition to the fees listed above, the Town will be responsible for the costs and disbursements which may be incurred in the course of our representation of the Town. These disbursements include court costs and filing fees, service of process fees, expert fees, transcript costs, long-distance telephone charges, copying costs, travel expenses, including automobile mileage (billed at current IRS rates, excluding mileage to and from the Shelburne Town Offices), computer research costs, overnight and courier delivery charges, and any other additional charges other than the actual payment of attorney fees. Outside vendor bills in excess of \$300 will be sent directly to you for payment. The Town acknowledges that our relationships with vendors would be adversely impacted if the Town does not pay such vendor bills promptly.

Monthly Statements

The Firm will send you monthly invoices for services performed and costs advanced, payable within thirty (30) days of the billing date. The Firm will provide details in its monthly billings to show which invoices were covered by the retainer. If a monthly statement is of a nominal amount, we may hold those charges to a subsequent month. If the Town fails to pay the bills for legal services and expense reimbursement sent to the Town, the Firm will have the right to cease performing services on the Town's behalf, and may withdraw from any representation, to the extent permitted by applicable rules and/or by any applicable court. Interest will be charged at the rate of one point five (1.5%) percent per month (eighteen (18%)

percent per annum) on all late invoices. In the event of nonpayment for valid invoice amounts, you agree to pay all reasonable costs of collection incurred by the Firm, including reasonable attorneys' fees and court costs, and you agree to reimburse the Firm at its standard hourly rate for time expended by Firm attorneys in attempting to collect any outstanding balance due.

Termination of Agreement

The Town agrees that we will have the right to withdraw from this engagement if the Town does not make payments as required by this Agreement, or if you have misrepresented or failed to disclose material facts, or failed to follow advice after a course of action has been discussed. In any of these events, you will procure substitute attorneys at our request.

The Town has the right to terminate this Agreement at any time by a vote of its Selectboard.

Communications

Unless requested otherwise, the Firm will plan to use e-mail when convenient and as appropriate to communicate information about your case with you and with third parties. The Firm does not use any e-mail security or scrambling devices. The e-mail addresses for Claudine C. Safar and Brian P. Monaghan, the primary Firm attorneys who will be representing you pursuant to this engagement, are csafar@msdvt.com and bmonaghan@msdvt.com.

Document Retention

During the course of this engagement, the Firm will maintain a file on your behalf that will include both physical documents and electronically-stored information (together, "the file"). The file may include material such as pleadings, correspondence, electronic mail, transcripts, exhibits, reports, contracts, certificates and other documents as are determined to be reasonably necessary to the representation. The file shall be and remain your property. The Firm may also include in the file attorney work product, mental impressions and notes (collectively, "work product"). All work products shall be and will remain the property of the Firm. The Firm uses various secure "cloud" services including, but not limited to, Clio, Dropbox, and Google Business, all of which are acceptable to the Town.

At the termination of this engagement or upon our Firm's sending you its final statement, whichever occurs earlier, the Firm will return to the Town all original

documents the Town has provided to us. Further, for a period of six (6) years (unless otherwise required by the Vermont Rules of Professional Conduct) after termination or upon our Firm sending to the Town its final invoice, and provided there are no outstanding unpaid statements for fees and charges owed by the Town to the Firm, the Town shall have the right on request to take possession of the file, not including work product. In such event, the Firm may, at its expense make and retain copies of all or portions of the Town's file. If you do not request possession of the Town's files within this time period, the Firm will have no further responsibility for retention and maintenance of the file, and may, at its option, securely dispose of all or part of the file without further notice to the Town.

Disputes

Any disputes under this Agreement shall be construed in accordance with the laws of the State of Vermont and any dispute hereunder shall be filed with a mutually-selected arbitrator, with any arbitration to occur at Burlington, Vermont.

ACKNOWLEDGEMENT OF ARBITRATION: THE PARTIES TO THIS AGREEMENT UNDERSTAND THAT IT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, BOTH PARTIES UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE WHICH IS COVERED BY THE ARBITRATION AGREEMENT, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS LAW. INSTEAD, BOTH PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR.

Conclusion

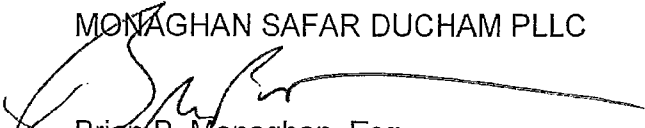
In the event the Town has questions or concerns about our invoices or services, we request that the Town advise us promptly. It is our goal that the Town be fully satisfied with our services as well as the cost thereof.

If this letter correctly sets forth the Town's understanding of our Agreement, and your questions have been answered to your satisfaction, please sign and return the original of this letter and keep a copy for the Town's records.

We look forward to working with you and all Town officials, and appreciate the opportunity to serve the Town.

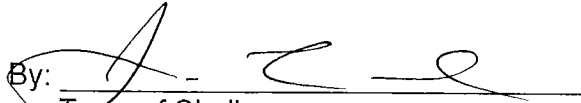
Very truly yours,

MONAGHAN SAFAR DUCHAM PLLC



Brian P. Monaghan, Esq.

I have read and reviewed the above Agreement with the law firm of Monaghan Safar Ducham PLLC and hereby agree to and accept its terms.

By: 
Town of Shelburne
Selectboard Member or
Duly Authorized Agent

28-OCTOBER-2015
Date