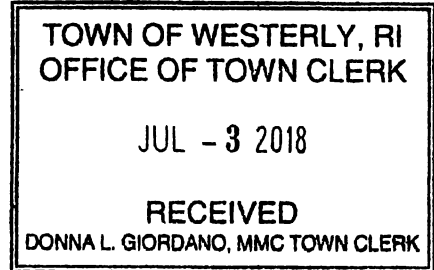




The Law Office of William J. Conley, Jr.
The Hay Building • 123 Dyer Street, 2nd Floor • Providence, RI 02903

WilliamConleyLaw.com • 401.415.9835



June 28, 2018

Edward P. Morrone, Council President
Mark Rooney, Interim Town Manager
Town of Westerly
45 Broad Street
Westerly, RI 02891

Re: *Legal Services Contract*

Dear President Morrone and Mr. Rooney:

We are delighted that the Town of Westerly (the "Town") has agreed to our firm's engagement to serve as the Town Solicitor for its legal services. This letter will confirm the terms under which our firm has been engaged to serve as Solicitor for the next twelve (12) months, beginning July 1, 2018.

Specifically, the Law Office of William J. Conley, Jr. will provide legal services to the Town in accordance with our response to RFP 2018-0036 as follows:

Monthly Retainer Rate

This Rate shall cover the first forty-three (43) hours of attorney's work each month, approximately ten (10) hours of work each week, at a severely discounted rate of one hundred dollars per hour (\$100/hr).

- \$100/hr for the first 43 hours of work each month
- Estimated expense at \$51,600 over the life of this annual contract

Hourly Rate for Non-Retainer Services

This rate shall cover any attorney's time billed above and beyond the first forty-three (43) hours of work each month at our municipal client fifty percent (50%) reduced hourly rate of one hundred and seventy-five dollars per hour (\$175/hr).

- \$175/hr for any work in addition to the first 43 hours of work each month

Legal Services Covered by this Response to RFP 2018-36

Town Solicitor shall be the sole provider of any and all legal services requested by the Town Council. These services will be provided at the rates described herein. This response to RFP 2018-36 specifically contemplates the following services:

1. Town Council Support
2. Litigation
3. Labor
4. Prosecutions, in both District and Municipal Court
5. Access to Public Records Act
6. Contract review and negotiation as necessary
7. Town Manager Support
8. Town Departmental Support as necessary
9. Board of Licenses

Process

In practice, as the billing cycle occurs on a monthly basis, the following procedure shall cover the invoicing and payment process:

- The Town shall pay Town Solicitor \$4,300 no later than the first (1st) of each month to retain the Town Solicitor for that upcoming month.
- The Solicitor shall then provide all legal services in the normal course.
- At the end of each month the Town Solicitor shall provide the Town with an invoice outlining all work performed to the nearest one tenth of an hour (.1 hours or 6 minutes)
- The Solicitor shall then deduct forty-three 43 hours due from the total bill. If the invoice is in surplus, the funds shall be applied to the next retainer payment or invoice due.
- If there are any additional monies due as a result of more than forty-three (43) hours of work performed, the Town shall pay the sums owed to the Town Solicitor within fourteen (14) days of receipt of the invoice. If no payment is made within fourteen (14) days of receipt of the invoice, then the payment is deemed late. All late payments shall be subject to statutory interest.

Other Costs and Rates

Rates-The Town Solicitor shall make all reasonable efforts to provide the necessary legal services in the most economical manner possible. Wherever practicable, the Town Solicitor shall rely upon paralegals and/or administrative professionals to perform services for the Town so that the Town does not needlessly pay a full attorney rate. The Paralegal Rate will be no more than \$100/hr and the Administrative Rate will be no more than \$25/hr.

Costs - The Town of Westerly is responsible for all costs and fees associated with the Town Solicitor's representation, including but not limited to:

- Court Filing Fees
- Service Fees
- Expert Witnesses

Whenever practicable the Town Solicitor will advance costs on behalf of the Town of Westerly. All costs will be explicitly identified within the monthly invoice and are correspondingly due in the normal course.

The Town agrees that failure to pay for such services will entitle the firm to withdraw as Solicitor in general and for any case that is pending in court which our firm has entered its appearance on behalf of the Town.

If I have accurately stated our agreement, please sign this letter below where indicated. Please return a fully executed copy of this letter at your earliest convenience so that we may commence our representation.

As you may concur, many of the issues pending with the Town are factually and legally complex. We have made no warranties or representations about a successful outcome as to any matter. Nevertheless, we will strive diligently on the Town's behalf to achieve the best possible outcome and to procure positive change. We appreciate your confidence in our ability to provide the Town of Westerly with competent legal representation, and we look forward to success, and a mutually satisfactory and productive relationship.

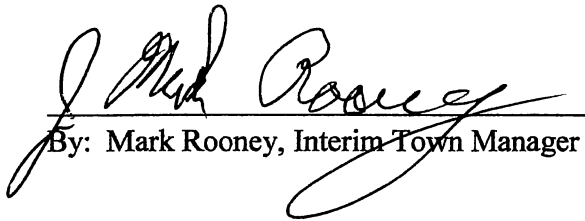
Sincerely,

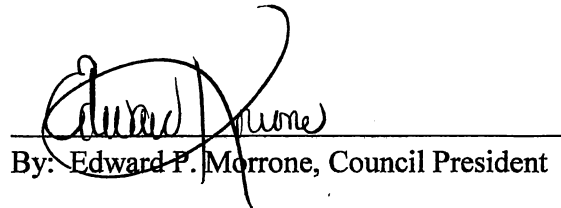


William J. Conley, Jr.

Assented to this 7 day of July, 2018

TOWN OF WESTERLY


By: Mark Rooney, Interim Town Manager


By: Edward P. Morrone, Council President