

**INTERIM PROFESSIONAL SERVICES AGREEMENT
TIVERTON TOWN SOLICITOR**

This Professional Services Agreement is entered into as of the 27th day of December 2018, by and between the Town of Tiverton, Rhode Island, ("Town") and Cameron & Mittleman, LLP, ("Solicitor").

RECITALS

On December 27, 2018, the Tiverton Town Council first voted to appoint Cameron & Mittleman, LLP, as Town Solicitor. The parties desire to set forth the terms and conditions of the representation of the Town by the Solicitor and to further define the responsibilities and obligations of each party.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Appointment.**

a. Cameron & Mittleman, LLP, is hereby appointed Town Solicitor pursuant to Section 803 of the Tiverton Town Charter, and the Solicitor hereby accepts such appointment upon the terms and conditions set forth herein. The parties agree that all of the services to be performed hereunder shall be performed by attorneys (including Partners, Associates, Of-Counsel, and subcontractors) and staff of Cameron & Mittleman, LLP, or its approved subcontractors under the supervision of the partners of Cameron & Mittleman, LLP, namely, Giovanni D. Cicione, Esq. ("Cicione"). To the extent an individual attorney is required by the Town Charter for the position, Cicione shall be appointed "Town Solicitor" and all other attorneys or subcontractors of Cameron & Mittleman, LLP, shall each be appointed as "Assistant Town Solicitor."

b. Cicione shall function as the lead attorney and principal contact with the Town and shall have overall supervisory responsibility for delivery of legal services by Cameron & Mittleman, LLP, to the Town of Tiverton.

c. The Solicitor and the Town hereby acknowledge that the Town has appointed Timothy C. Cavazza and his firm Whelan, Corrente, Flanders, Kinder & Siket, LLP, as Assistant Town Solicitor to handle the specific area of all labor and collective bargaining matters, including responsibility for contract negotiations and further including any litigation or appeals arising therefrom. The parties acknowledge that Mr. Cavazza is NOT a subcontractor to the Solicitor but is a separate and distinct provider of professional legal services to the Town, and all payments for services rendered by him in connection with his designated area of responsibility shall be the sole obligation of the Town.

d. The Solicitor and the Town hereby acknowledge that the Town has appointed John R. Bernardo, III and his firm, John R. Bernardo, III as Assistant Town Solicitor to handle the specific area of all criminal prosecution matters, including any litigation or appeals arising therefrom. The parties acknowledge that Mr. Bernardo is NOT a subcontractor to the Solicitor but is a separate and distinct

provider of professional legal services to the Town, and all payments for services rendered by him in connection with his designated area of responsibility shall be the sole obligation of the Town.

2. **Term and Termination of Services.**

a. The term of this Agreement shall commence December 27, 2018, and continue until June 30, 2019, unless earlier terminated by either party.

b. The Town may terminate the Solicitor's services at any time, upon a duly held vote of the Town Council and notice to the Solicitor in writing, provided the Town has made adequate provision for payment for services rendered to the date of such termination.

c. The Solicitor may withdraw as counsel for the Town and terminate this agreement for any reason by notifying the Town in writing. If the Solicitor withdraws as the Town's counsel and terminates this agreement, the Solicitor will use reasonable precautions to avoid prejudicing the Town's rights by allowing a reasonable time for employment of other counsel, delivering to the Town all papers and property to which the Town is entitled, and complying with all applicable laws and rules.

3. **Duties.** The Solicitor shall perform all duties as specified in Section 803 of the Charter of the Town, excluding those duties regarding labor, collective bargaining, and criminal prosecution, which are addressed in subparagraph "1c" and "1d" above, but including the following:

a. Handle, appear for, and protect the rights of the Town in all actions, claims, suits, hearings, proceedings, and representation on appeals taken from their actions and decisions, whether administrative, civil, or criminal, brought against the Town, its officials, departments, boards, commissions, and agencies or on matters or proceedings initiated by the Town as authorized by the Town Council or the Town Administrator, as the case may be, except regarding labor, collective bargaining, and criminal prosecution, which are addressed in subparagraph "1c" and "1d" above.

b. Coordinate the transmission of cases and all pertinent data in matters covered by the Town's insurance carrier to the carrier or their legal counsel; cooperate with said carrier or counsel to obtain information and evidence necessary or appropriate to defend the town; bring action against said carrier for coverage of claims rejected by such carrier; act as a liaison between such carrier and the Town, and report on the nature, status, and ultimate exposure of each case on a quarterly basis.

c. Prepare a regular listing of all claims made against the Town and all outstanding matters in litigation and advise the Town Council of their status and a summary of action taken during the preceding period.

d. Establish and maintain Solicitor office hours at Town Hall for a minimum two-hour period during normal business hours at least two weeks per month (subject to rescheduling as needed and mutually agreed to by the parties), currently scheduled for the Wednesday preceding each regular Town Council Meeting from 10:00 a.m. to 12:00 noon.

e. Attend all regular and special meetings of the Town Council and all public hearings and, when reasonably requested or when the need for legal advice arises, its workshop sessions.

f. Provide legal advice to all boards, commissions, and agencies of the Town except the Tiverton School Department. Prepare for and attend selective meetings of the Zoning and Planning Boards as may be reasonably required in the event of an appeal or to protect the interests of the Town. Attend such other meetings of boards and agencies as reasonably requested by the Town Council or Town Administrator.

g. Communicate with Town officials and such other individuals as necessary and appropriate to carry out the duties of Town Solicitor.

h. Prepare, examine, and/or approve the form and content of all ordinances and resolutions of the Town and all contracts and agreements binding upon the Town or any department or agency of the Town. Specifically excluded from this Agreement are any major revisions to ordinances or regulations in areas such as land use. Such major revisions will be negotiated separately from time to time, if necessary.

i. Correspond and commit to writing (including email) advice and opinions as properly and reasonably requested by the Town Council or Town Administrator.

j. Examine and approve invitations for bids, contracts, and all other legal documents for the Town as requested.

k. Handle all zoning and land use relations matters, including advising town officials regarding zoning and planning applications. Representation of the Town on appeals to Superior or Supreme Court from any planning or zoning board decision shall be deemed a litigation matter and covered under the litigation provisions hereof.

4. **Compensation.** The Solicitor shall be paid as total compensation for its representation of the Town the following sums in the following manner:

a. Ninety-Eight Thousand Dollars (\$98,000.00) divided by 12 as monthly compensation for general solicitor services as set forth above, to be paid in equal monthly installments by the 15th day of each month and prorated for any partial months. Although payment will not be based on actual hours expended, a detailed invoice will be provided every month setting forth the nature of the services rendered, the attorney or paralegal rendering such services, and the time spent.

b. Twenty-Eight Thousand (\$28,000.00) divided by 12 as monthly compensation for Zoning and Land Use services as set forth above, to be paid in equal monthly installments by the 15th day of each month and prorated for any partial months. Although payment will not be based on actual hours expended, a detailed invoice will be provided every month setting forth the nature of the services rendered, the attorney or paralegal rendering such services, and the time spent.

c. Litigation work not otherwise addressed in section 4(a)-4(c) above, including representation of the Town and/or its officers, as needed, in civil matters pending before the Rhode Island Supreme, Superior, or District Court, or in and Rhode Island Federal Court, shall be charged against a monthly compensation cap of Five Thousand Dollars (\$5,000.00) which represents twenty-five (25) hours of attorney time of billed at a discounted blended rate for all attorneys of Two Hundred Dollars (\$200.00) per hour. Work beyond that cap of hours will be performed only upon notice to the Town that the cap is to be exceeded and shall be charged at a blended rate for all Attorneys of Two Hundred Ninety-Five

Dollars (\$295.00) per hour. All time will be billed with a detailed invoice monthly, and paid within 30 days of receipt of bill. The Town and the Solicitor acknowledge that, although certain sums have been or will be budgeted annually for litigation, this amount is not a retainer nor a cap, but rather an estimated budget. Approval shall be obtained from the Town Council before filing any case in Rhode Island Superior or Supreme Court or in any United States federal court.

d. As noted above, the Town has separately retained counsel to handle all labor relations matters, including contract negotiations, grievances, and labor arbitrations, and represent the Town and its Town Administrator in all labor matters as requested by the Town Council or the Town Administrator, as the case may be, including, without limitation, taking legal action by the Town or defending any labor action taken by the Town before any court or administrative body or arbitrator. In circumstances or instances where that separately retained counsel is unable or unwilling to perform or provide those services, the Solicitor, at the direction of the Town, shall undertake to provide those services and such work and shall be charged at a blended rate for all Attorneys of Two Hundred Ninety-Five Dollars (\$295.00) per hour.

e. As also noted, the Town has separately retained counsel to handle all criminal prosecution and related criminal matters, including cases in the Tiverton Municipal Court, except those matters under the jurisdiction of the Attorney General's Department; work with the Police Department and its personnel in criminal matters; handle all prosecutions in District, Family, and Superior Courts, including any appeals therefrom, except those under the jurisdiction of the Attorney General's Department. In circumstances or instances where that separately retained counsel is unable or unwilling to perform or provide those services, the Solicitor, at the direction of the Town, shall undertake to provide those services and such work and shall be charged at a blended rate for all Attorneys of Two Hundred Ninety-Five Dollars (\$295.00) per hour.

f. It is agreed that reasonable standard basic expenses of court fees, filing fees, constable services, subpoena and stenographic services, postage, and copying relating to litigation or labor matters will be paid by the Town out of the allocated budget. Any unusual disbursements or third-party expenses shall be approved by the Town Administrator unless a court or quasi-judicial body deadline must be met. Such third-party expenses include by way of example and not limitation, expert witnesses, consultants, engineering, and architectural fees, etc.

g. The Solicitor reserves the right to seek an increase of such sums for future budget years but understands that such increases are not guaranteed and are at the discretion of the Town Council, the Budget Committee, and/or the Financial Town Referendum.

5. **Conflict of Interest.** Solicitor hereby represents that neither it or any of its attorneys have any matter for an existing or former client that is adverse to, or in conflict with, the delivery of services hereunder, and that in the event of any conflict in the future, during the term hereof, Solicitor agrees to not undertake the representation of new clients that may have interests that are adverse to the Town.

The Town agrees that if any particular litigation matter shall arise in which a Town official is an adverse party, the Town shall seek an advisory opinion from the Rhode Island Ethics Commission as to whether the particular circumstances, including a supervisory role or the exercise of authority in hiring Solicitor, causes any conflict which might require the hiring of special counsel relative to that particular matter.

6. **Entire Agreement and Severability.** The above, in combination with the enclosed Client Information Pamphlet and Statement of Client Rights and Responsibilities are sent in accordance with the Rhode Island Rules of Professional Conduct, and constitute the full understanding of the parties to this agreement. It is further agreed that a finding that any part of this agreement is invalid will not affect the validity of other elements of the agreement.

The above is agreed to ^{as of the} this 27th day of December, 2018.

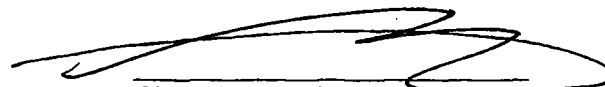
TOWN OF TIVERTON

Witness: Nancy L. Mello


President, Tiverton Town Council

CAMERON & MITTLEMAN, LLP

Witness: Walter Kintner


Giovanni D. Cicione, Esq. Partner

CLIENT INFORMATION

This information about our client-attorney relationship is furnished in accordance with the relevant Rules of Professional Conduct and is part of your Engagement Agreement. If there is any difference between the information in this document and the Engagement Letter, the provisions of the Engagement Letter shall apply to our relationship.

Scope of Engagement.

We will represent you in the specific matters described in the Engagement Letter (the "Matter"), and will not perform other legal work without consultation and authorization from you. We expect that you will cooperate with us and will fully and accurately disclose to us all facts and documents that may be relevant to the Matter or that we may otherwise request. For instance, a representative must be reasonably available to attend meetings, conferences and other proceedings.

You authorize and direct us to take all actions which we deem advisable on your behalf in the Matter except those specific decisions, if any, set forth in the Engagement Letter which must be made by you. We will notify you of significant developments and consult with you in advance of any significant decisions. We will use our best professional efforts in representing you in the Matter; however, we have given no assurances to you regarding the outcome. Any statement of opinion or beliefs concerning the Matter or the results that might be anticipated made by any employee of the Firm is based on the information available at the time and should not be construed as a promise or guaranty.

Conflicts.

Based on the information provided to us, we have not identified any adverse parties to the engagement. If hereafter we become aware of an actual or potential conflict of interest, we will discuss this with you and we will determine whether this will prevent the firm from continuing its representation. Subject to the applicable Rules of Professional Conduct, local law, or rules of courts having jurisdiction, upon withdrawal from or termination of or conclusion of the representation of you in the Matter, we shall have the right to accept engagements to represent other clients in matters which are adverse to you.

Termination.

We shall have the right to withdraw from representation of you in the Matter if you fail to perform as set forth herein or for any reason that is permitted or required by the applicable Rules of Professional Conduct, by local law, or by the rules of courts having jurisdiction over the Matter.

You shall have the right, in your sole discretion, to terminate our representation of you in the Matter and shall notify us in writing of any such termination. Unless previously terminated, our representation of you will terminate when we send you a final invoice for services rendered in the Matter.

Fees and Disbursements.

Our fees for services shall be determined as set forth in the Engagement Letter. Those rates are reviewed and modified from time to time and we will apply the new rates as they are so modified. The prevailing hourly rates for other attorneys and staff not specifically referenced in the Engagement Letter are available to you upon request.

You understand that we may have to retain certain persons or entities to perform services related to the Matter, such as local counsel, corporate filing and service agencies, real estate appraisers, expert witnesses, investigators, consultants and title examiners, among others. You authorize us to direct such persons and

entities to render statements for services rendered and expenses either directly to you or to us. In such latter event, you shall promptly reimburse us for the full amount of such statements.

In addition, we may incur various other expenses in providing services to you in the Matter such as filing fees, courier services, recording or certification charges, witness fees, overtime clerical assistance, travel expenses outside of Rhode Island and express delivery. You shall promptly reimburse us for all such expenses or, if you are billed directly for those expenses, make prompt, direct payment to the originators of those services.

We will bill you at such times as we deem appropriate under the circumstances and you will pay the Firm legal fees and expenses within thirty (30) days of the date of invoice. Unpaid amounts may accrue interest at a rate of 1.0% per month. Unfortunately, we feel that we must tell all our clients that if it becomes necessary for us to file suit for the collection of our fees or disbursements, they are responsible for all our related costs and expenses, including reasonable attorneys' fees. Any requested retainer or fee advance must be paid prior to the commencement of representation and will be applied against invoices for fees and disbursements in such manner as the Firm determines. No interest shall accrue on any retainer or fee advance or on any other funds held on your behalf in our client funds ("IOLTA") account.

Invoices shall include a summary description of the services performed by the Firm and a listing of all disbursements, charges and expenses for which the Firm seeks reimbursement. More detailed billing formats are available upon request. The fees and costs relating to the Matter generally are not predictable. Accordingly, the Firm has made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete the Matter. Any projection or budget of fees and costs represents only an estimate of such fees and costs. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the Matter.

Upon conclusion, termination or withdrawal of our representation of you in the Matter, you shall promptly pay all fees, charges, and expenses properly incurred or accrued through the date of conclusion, termination or withdrawal; and you shall also promptly pay to the Firm all reasonable charges and expenses, charged at the then prevailing rate, related to the transfer of files of the Firm and/or the providing of information therein to you and/or your new legal counsel.

File Retention and Destruction.

Upon the conclusion of our engagement (or earlier termination) we will promptly return to you original records and documents you provided to us (or otherwise dispose of them if you so direct), reserving the right to retain copies for our files. We will also provide you originals or copies of documents we believe it is important for you to have or that you may reasonably request. Our firm's current document retention and destruction policy is to retain files for 10 years, after which we may have the file destroyed, without further notice, in a manner that protects confidentiality, although once we have provided you the important documents we may either destroy the file or return it to you earlier than 10 years. During the retention period, to the extent we have that information in our possession we will honor reasonable requests from you for copies of papers from our file.

Post-Engagement Matters.

You are engaging the firm to provide legal services in connection with specific Matters. After completion of any Matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and obligations. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Client's Statement of Rights and Responsibilities

Good communication is essential to an effective attorney-client relationship. A lawyer should be assured that a new or prospective client has a full understanding of the nature of the attorney-client relationship, including what the client can reasonably expect from the lawyer and what the lawyer can reasonably expect from the client. If the client does not have such an understanding, the lawyer shall take reasonable steps to educate the client about the relationship.

In an attorney/client relationship, each party has certain rights. A right that both parties have is to be treated at all times with courtesy and respect. This statement first explains your rights as a client when you hire an attorney, and immediately afterwards what your attorney has the right to expect of you. This statement is intended to promote better communication and prevent misunderstandings between you and your attorney.

The Client's Statement of Rights and Responsibilities shall not be used as a basis for litigation or for sanctions or penalties. The Client's Statement of Rights and Responsibilities does not supersede or detract from the Rules of Professional Conduct, nor does the Client's Statement of Rights and Responsibilities alter existing standards of conduct against which lawyer negligence may be determined.

As the client in a legal matter, you have the right to expect that:

1. Your attorney will handle your legal matter competently. When hiring an attorney, you have the right to ask questions about the attorney's education, training, and experience and expect that your attorney will remain current with recent developments in the law that relate to your matter.
2. Your attorney will charge you a reasonable fee and explain how it will be computed and when payments are expected from you. If you are not a regular client, your attorney will give you a written statement before, or as soon as the work begins indicating the basis or rate of the fee you will be charged. If you are asked to pay a retainer, your attorney will explain how it will be spent and, if you ask, will provide you with a periodic written statement detailing how it has been spent. If your attorney is working on a contingent-fee basis, your attorney will put in writing, in advance, what the attorney's percentage will be, whether you will be billed for costs and expenses, and whether deductions will be taken from your settlement prior to calculating the fee.
3. Your attorney will work diligently for you and pursue the lawful means necessary to present or defend your case.
4. Your attorney will strive to resolve your legal matter promptly and will inform you if for any reason it cannot be resolved in a timely fashion.
5. Your attorney will respond to reasonable questions about the progress of your legal matter and will explain office policies to you to ensure satisfactory communication with you, including:
 - How to reach your attorney.
 - When and how your telephone calls will be returned.
 - How to obtain copies of paper/documents from your legal file.
6. Your attorney will exercise independent, professional judgment on your behalf free from any conflict of interest.

7. Most of your communications with your attorney are confidential. Your attorney will explain to you when the statements you make or secrets you reveal about your case cannot be kept confidential.
8. You have the right to make final decisions regarding your legal matter. Your attorney will discuss the negotiation process with you and will agree to a settlement offer only if you have approved it.
9. Your attorney will explain to you, in advance, any major expenses anticipated in your legal matter.
10. Your attorney will tell you if other lawyers will be involved in your representation and how the cost to you for their involvement will be calculated.
11. Your attorney will give you periodic billings detailing your fees, costs, and expenses.
12. If legal fees will be applied against a settlement, your attorney will provide you with a final statement after the matter is concluded detailing what costs and expenses are being applied against your settlement and the amount you will receive.

As your legal advisor, your attorney has the right to expect that:

1. You will make a full and honest disclosure of all of the facts - good and bad - that relate to your legal matter and you will inform your attorney about any new facts or circumstances that may affect your case as they arise.
2. You will adhere to your fee agreement with your attorney, pay your bills for all work that has been performed, and pay for all costs advanced for you. If you have any questions about your bill, you will discuss them with your attorney.
3. You will seek your attorney's advice before discussing any information relating to your legal matter with others.
4. You will tell your attorney if you have any concerns or reservations about the advice you are being given.
5. You will discuss your expectations about what you want to accomplish in your legal matter with your attorney. When your expectations are not being met, you will talk to your attorney about it. You have the right to change attorneys if you are dissatisfied with the representation you are receiving. However, in certain circumstances, you will need the court's permission. It is also important for you to know that your attorney may decide to stop representing you. This may be due to your not meeting your obligations to your attorney or for some other reason. This too may require court permission.

This Client's Statement of Rights and Responsibilities is based on the Rhode Island Rules of Professional Conduct for attorneys. If you have any questions about this statement of your rights and obligations, you should contact the Rhode Island Bar Association.