

RENEWAL OF PROFESSIONAL SERVICES AGREEMENT
TIVERTON TOWN SOLICITOR

This Renewal Of Professional Services Agreement is entered into as of the 1st day of January, 2013, by and between the Town of Tiverton, Rhode Island ("Town") and Ursillo, Teitz & Ritch, Ltd. ("Solicitor").

RECITALS

On December 6, 2004, the Tiverton Town council first voted to appoint Ursillo, Teitz & Ritch, Ltd. as Town Solicitor. On November 26, 2012, the Town Council voted to enter into this Renewal Agreement. The parties desire to set forth the terms and conditions of the representation of the Town by 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. Ursillo, Teitz & Ritch, Ltd. is hereby appointed Town Solicitor pursuant to Section 803 of the Tiverton Town Charter, and Solicitor hereby accepts such appointment upon the terms and conditions set forth herein. The parties agrees that all of the services to be performed hereunder shall be performed by attorneys (including Partners, Associates, Of-Counsel and subcontractors) and staff of Ursillo, Teitz & Ritch, Ltd., or its approved subcontractors, under the supervision of the partners of Ursillo, Teitz & Ritch, Ltd., namely, Michael A. Ursillo, Andrew M. Teitz and Scott A. Ritch. To the extent an individual attorney is required by the Town Charter for the position, Andrew M. Teitz shall be appointed "Town Solicitor" and all other attorneys of Ursillo, Teitz & Ritch, Ltd. shall each be appointed as "Assistant Town Solicitor."

b. Andrew M. Teitz shall function as the lead attorney and principal contact with the Town and shall have overall supervisory responsibility for delivery of legal services by Ursillo, Teitz & Ritch, Ltd. to the Town of Tiverton.

c. Solicitor and Town hereby acknowledge that Town has appointed Peter D. Ruggiero as Assistant Town Solicitor to handle the specific area of all zoning, planning and land use matters, including responsibility for zoning board and planning board meetings, including any appeals directly therefrom. The parties acknowledge that Mr. Ruggiero 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 January 1, 2013 and continue for a term of two (2) years unless earlier terminated by either party.

b. The Town may terminate the Solicitor's services at any time, upon a 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 zoning and planning, which are addressed in subparagraph "1c" 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 zoning and planning matters which are addressed in subparagraph "1c" 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 land use ordinances or regulations. Such major revisions will be negotiated separately from time to time, if necessary.

i. Correspond and commit to writing (including e-mail) 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 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.

l. 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.

4. **Compensation.** The Solicitor shall be paid as total compensation (FN #1) for its representation of the Town the following sums in the following manner:

a. Ninety Seven Thousand Dollars (\$97,000) as annual compensation for general solicitor services as set forth above, to be paid in equal monthly installments by the 15th day of each month. 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-Four Thousand, Five Hundred Dollars (\$24,500) as annual compensation for criminal prosecution services as set forth in paragraph 3(k) above, to be paid in equal monthly installments by the 15th day of each month. 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 and Labor services to be billed at One Hundred Seventy-five Dollars (\$175) per hour, to be billed with a detailed invoice monthly, and paid within 15 days of receipt of bill. The Town and Solicitor acknowledge that certain sums will be budgeted annually for litigation, but that this amount is not a retainer nor a cap, but 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. 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 deadline must be met. Such third-party expenses include by way of example and not limitation, expert witnesses, consultants, engineering and architectural fees, etc.

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.

FN #1 The following sums shall be for January through June 2013. The Solicitor reserves the right to seek an increase of such sums, not exceeding the rate of inflation, for future years, but understands that such increases are not guaranteed and are at the discretion of the Budget Committee and/or the Financial Town Referendum.

6. Entire Agreement and Severability. The above constitutes 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 this ____ day of _____, 2012.

TOWN OF TIVERTON

Witness: _____

President, Tiverton Town Council

URSILLO, TEITZ & RITCH, LTD.

Witness: _____

Andrew M. Teitz, Vice President