

**FEE AGREEMENT
TOWN OF MONTEREY
TOWN COUNSEL SERVICES**

1. The Town of Monterey, a Massachusetts municipal corporation, acting by and through its Select Board, both with an address of 435 Main Road, Monterey, Massachusetts 01245, (the “Client”) hereby agrees to retain the law firm of Mead, Talerman & Costa, LLC, with offices at 30 Green Street, Newburyport, Massachusetts 01950, and with associated offices in Millis, Massachusetts, and New Bedford, Massachusetts, (the “Firm”) as Town Counsel.

2. The legal services contemplated hereunder are generally described in the “Scope of Services” annexed hereto as Attachment A and incorporated herein by reference.

3. Legal services actually performed by the Firm for the Client shall be charged at the following hourly rate: \$180.00 per hour for partners and associates, with no charge for work completed by paralegals or other office staff.

4. No retainer is required under this Agreement.

5. The Client understands that it has the right to consult with another lawyer in connection with any of the terms of this Agreement prior to signing it.

6. The Client agrees to assume and pay for all out-of-pocket disbursements incurred in connection with the engagement and all other work performed by the Firm, from and after the date hereof (e.g. filing fees, courier fees, photocopying, printing, binding, certified and/or overnight mail, witness fees, sheriffs’ and constables’ fees, document recording fees, asset and information searches, deposition expenses, investigative expenses, other incidental expenses). If a particular charge is substantial, the Firm may request that the Client pay it directly to the vendor or reimburse the Firm immediately. The Firm agrees to obtain the Client’s prior approval before incurring any disbursement in excess of \$1,000.00, except with regard to the expenses of noticed depositions. The Client agrees to pay for all of said out-of-pocket expenses within thirty (30) days of the date of any bill or statement of account for said out-of-pocket expenses.

7. It is understood and agreed that the hourly time charges for legal services include, but are not limited to, the following: reading and reviewing file materials; legal research; appearances at meetings, conferences and public hearings, and in court or before administrative agencies; preparation for the same; travel; telephone calls and conferences; correspondence; preparation of pleadings, motions and memoranda; preparing for and conducting depositions; and post-trial proceedings. Telephone calls and correspondence shall be billed at a minimum rate of two-tenths (2/10) of one (1) hour.

8. The Firm shall not at any time be required to continue to represent the Client unless all of the Firm’s prior bills have been paid when due. In addition, the Firm shall not be required to represent the Client at trial unless the Client has paid to the Firm a retainer to cover the reasonably expected fees and expenses of trial required by the Firm.

9. In the event that the Firm ceases to represent the Client and the Client owes an

outstanding indebtedness to the Firm, the Firm shall return to the Client all papers, documents and tangible materials which the Client furnished to the Firm, if requested by the Client. The Client is not entitled to any other items such as investigative reports, depositions or the lawyer's work product, unless said items have been paid for.

10. It is understood and agreed that interim bills, and the final bill, rendered by the Firm shall, in addition to reflecting the time expended, take into account the factors prescribed by the Supreme Judicial Court to be considered as guides when determining the reasonableness of fees for legal services, including the following:

- (a) the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly;
- (b) the fee customarily charged in the locality for similar legal services;
- (c) the amount involved and the results obtained;
- (d) the time limitations imposed by the Client or by the circumstances;
- (e) the nature and length of the professional relationship with the Client;
- (f) the experience, reputation and ability of the lawyer or lawyers performing the services.

11. The Firm will retain the Client's file for six (6) years following the close of the Client's matter. After that time, the Firm will destroy the Client's file. All originals will be provided to the Client during the representation of the Client.

12. The foregoing represents the entire agreement between the Client and the Firm. By signing below, the Client acknowledges that it has carefully read this Agreement, understands its contents and agrees to be bound by all of its terms and conditions; that the Firm has made no representation to the Client as to the likelihood of the outcome of any proceeding now pending or to be brought by or against the Client; and that the Client believes this Agreement to be fair and reasonable.

Town of Monterey

Date: _____, 2022

By: _____

Duly-authorized

Mead, Talerman & Costa, LLC

By: _____

Adam J. Costa, Manager

ATTACHMENT A
TOWN OF MONTEREY
SCOPE OF SERVICES

The Firm's representation of the Town shall consist and be comprised of providing it with the following legal services:

- i. Substantially all non-litigation and non-labor-related legal services performed by the Firm's partners, associates and/or attorneys-of-counsel and related services performed by the Firm's support staff.
- ii. All representation and legal opinions for general and land use matters.
- iii. Preparation for and attendance at Annual and Special Town Meetings, as well as board, commission and committee meetings as requested. Attendance can be in-person or remote, as determined by the Town.
- iv. Review of municipal contracts and procurement issues, as they arise.
- v. All significant licensing matters handled by the Select Board.
- vi. Defense and prosecution of all litigation, including before administrative agencies and courts of the Commonwealth, together with mediation and arbitration.
- vii. Labor and employment matters, with Kate Feodoroff as the Town's primary point-of-contact for the same.
- viii. The Firm does not offer representation in routine tax-title matters or negotiation of cable services agreements, as such specialized items are generally handled by outside special counsel.
- ix. The Firm's fees do not include matters for which fees are required to be paid by permit applicants under G.L. c. 44, § 53G. For such matters, the Firm will bill at the same rate of \$180.00 per hour but these fees will be borne by the applicants.
- x. The Firm does not charge for work performed by paralegals and support staff.
- xi. Office hours, either in-person or remotely, can be offered if so desired.
- xii. At no charge to the Town, the Firm is available to provide one (1) training seminar per year on a topic of assistance or interest to the Town. These topics might include Open Meeting Law compliance, conflicts of interest, the Public Records Law, procurement, substantive and procedural land use permitting requirements, etc.
- xiii. The Firm's internal costs, such as telephone services, utilities and clerical assistance, are not the Town's responsibility. Nor are standard mailing fees or routine copying costs charged to the Town. Filing fees, the cost of bulk copying and extraordinary mailing fees (e.g. certified mailings, overnight mailings), recording costs and costs for other similar items are billed on a direct basis.

Expert consultant fees, title examinations and costs for stenographic transcripts shall also be the Town's responsibility.

xiv. The Firm bills in increments of one-tenth (1/10) of an hour. Substantive telephone calls and conferences and receipt, review and drafting of correspondence and e-mails are billed at a minimum rate of two-tenths (2/10) of an hour.

xv. Notwithstanding travel charges referenced in the Client Fee Agreement, roundtrip travel to and from Town offices will be capped at 1.5 hours.

xvi. For the Town's convenience, all services provided by the Firm will be itemized on its monthly invoices.

SAMPLE