

Agreement on Legal Services for the City of Hallowell

This Agreement on Legal Services for the City of Hallowell dated as of _____, provides as follows:

1. **PARTIES.** The Parties to this Agreement are the City of Hallowell, a Maine municipal corporation located in the County of Kennebec and State of Maine, with offices at One Winthrop Street in Hallowell, Maine (the "City") and Drummond Woodsum, a Maine professional corporation located at 84 Marginal Way, Suite 600, Portland, ME 041012480 (the "Firm").

2. **TERM.** The term of this Agreement shall be three (3) years commencing _____ and terminating December 31, 2022.

3. **SCOPE OF SERVICES.** The Firm shall provide general municipal legal services to the City during the term of this Agreement including the following:

A. **Advise the City Council and City Manager.** Advise the City Council, City Manager and Department Heads upon legal questions arising in the conduct of City business.

B. **Prepare and/or Review Ordinances.** Prepare and or/or review ordinances when so requested by the City Council or City Manager.

C. **Give Opinions.** Give verbal and/or written legal opinions upon municipal matters or questions submitted by the City Manager.

D. **Attend City Council Meetings.** As requested by the City Council and/or City Manager, attend, or have a knowledgeable associate attend, monthly City Council meetings or Special City Council meetings.

E. **Prepare Legal Instruments.** Prepare for execution contracts and instruments to which the City is a party, when so requested by the Mayor, City Council and/or City Manager.

F. **Prosecute Offenders and Defend Officials.** When authorized by the City Council, prepare all charges and complaints against, and appear in the appropriate court in the prosecution of, every person charged with the violation of a City Ordinance. Under the direction of the City Council, defend the City and City officials in any action or claim against them in their official capacity, and make recommendations regarding defense or settlement of such litigation. In those claims where the City's insurance company has appointed legal counsel, the Firm shall provide only those services requested by the City Manager.

G. **Make Reports.** Immediately report to the City Manager the filing of any litigation against the City as well as the final outcome of such claims, and provide regular reports regarding ongoing litigation.

H. Real Estate. Prepare deeds, easements and contracts as pertaining to real estate, and render title opinions on property being acquired by the City.

I. Keep Records. Keep a complete record of all suits in which the City had or has interest, giving the names of the parties, the Court where brought, the nature of the action, the disposition of the case, or its condition, if pending, and the briefs of counsel. Keep a complete record of all written opinions furnished by the Firm for the City and all certificates or abstracts of title furnished by the Firm to the City, or any department or official thereof.

J. Deliver Records to Successor. Deliver all records, documents and property of every description in the Firm's possession, belonging to the City, to the Firm's successor in office, who shall give the Firm duplicate receipts therefore, one of which the Firm shall file with the City Manager.

K. Informal Duties. It is understood that added to the list of formal responsibilities are the informal activities expected of the City Solicitor, including counseling department heads and elected officials, instructing officers and employees in the elements of public law and examining intergovernmental activities.

4. PERSONNEL. The principal attorney assigned to work with the City will be Amy K. Tchao. Ms. Tchao and other members of the Firm will work as a team in representing the City. Other firm attorneys who may work or assist on City legal matters, may include but not be limited to Richard A. Spencer, Aga A. Dixon, Greg Im, Lisa Magnacca and Ben Plante on general municipal matters, E. William Stockmeyer, and Greg Im on municipal finance matters, and Daniel J. Rose, and Michael Buescher on labor and employment matters. The City Manager may request that particular City legal matters be directed to a particular Firm attorney and the Firm will use its best efforts to accommodate such requests. The attorneys assigned to represent the City during the term of this Agreement, and their respective roles, may be modified during the term of this Agreement with prior consultation between the Firm and the City Manager, and with the City Manager's final approval.

5. COMPENSATION AND BILLING. The Firm will bill the City at an hourly rate of \$195.00 per hour for general municipal work, including litigation services. Specialized municipal work, including public finance and labor and employment, will be billed at \$275.00 per hour. Paralegal work will be billed at \$135.00 per hour. The Firm agrees to hold these rates constant until January 1, 2021 but reserves the right to adjust its rates at the end of each subsequent year to reflect changes in the billing rates of the attorneys working for the City. The Firm will bill the City for services on an hourly basis broken down to tenths of an hour. Attorney travel time will be billed from the Firm's office in Portland. The Firm will submit invoices to the City on a monthly basis and, unless the City notifies the Firm of a billing question, the City will make payment to the Firm within thirty (30) days of receipt of the invoice.

6. DISBURSEMENTS. The Firm shall bill the City for the out-of-pocket expenses that the Firm incurs on the City's behalf. For example, the City's invoice may show disbursements for photocopying, filing and search fees in government offices, computerized legal or other research, courier charges such as Federal Express or local messenger services, mileage, secretarial overtime, real property title searches, postage and other expenditures

which may be appropriate in handling the City's work. The Firm agrees to waive its mileage reimbursement charges for vehicle travel between the Firm's Portland office and Hallowell City Hall. Consistent with the Firm's general policies, bills from third parties, such as expert witnesses, in excess of \$100.00 will be forwarded to the City for payment, provided that the City's approval will be sought prior to incurring such excess expenses.

7. WORKSHOPS AND TRAINING. Each year, upon the City Manager's request, the Firm will provide, at no charge to the City, up to two seminars or workshops for municipal officials and/or employees of the City on topics to be agreed upon by the Firm and the City Manager. Such workshops shall not exceed two hours in length. Representative subjects for such workshops might include board member responsibilities and conduct, zoning and land use law, Freedom of Access Act issues, discrimination law, and sexual harassment training. The City Manager and/or other City staff as designated by the City Manager, will be invited to all complimentary workshops or trainings of the Firm that are of interest and relevant to municipalities.

8. INDEMNIFICATION. The Firm shall indemnify the City from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person arising out of the negligence of the Firm, or its employees in performing contract work for the City, or arising out of any negligent act or omission by the Firm or its employees, or any claims or amounts arising from any violation by the Firm, or its employees, of any law, bylaw, ordinance, regulation, or judicial decree.

9. INSURANCE. The Firm will carry professional liability insurance during the term of this Agreement in an amount not less than \$10,000,000.00 for each claim and \$25,000,000.00 in the aggregate. The Firm shall provide the City with a certificate of insurance demonstrating such coverage upon the execution of this Agreement.

10. CONFLICT OF INTEREST. The Firm shall comply with the Maine Rules of Professional Responsibility and the ordinances of the City with respect to conflicts of interest. The Firm has disclosed to the City that for many years the Firm has served as general counsel to Regional School Unit No. 2 ("RSU 2"), of which the City is a member. Should a conflict arise between the City and RSU 2, the Firm will refer the City to other counsel and may request that the City Manager consent to the Firm's continued representation of RSU 2 on that matter. Should the City Manager withhold the City's consent, the Firm will then decline to represent either the City or RSU 2 on that matter.

11. SPECIALIZED COUNSEL. During the term of this Agreement the City shall not be restricted from appointing separate legal counsel on specialized matters when, in the judgment of the City Council by majority vote, the need may arise from time to time.

12. TERMINATION. Unless otherwise required in a particular circumstance by the Maine Rules of Professional Conduct, this Agreement may be terminated by either Party for convenience, with or without cause, on thirty (30) days' written notice to the other Party.

13. NOTICES. All notices required under this Agreement shall be sent to the appropriate Party by first class U.S. Mail, postage prepaid, or by Federal Express or other equivalent delivery service providing proof of delivery, to the following addresses:

To the City: Attn: City Manager
City of Hallowell
Hallowell City Hall
One Winthrop Street
Hallowell, ME 04347

To the Firm: Attn: Amy K. Tchao, Esq.
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101-2480

If sent by the Express Mail service of the U.S. Postal Service, Federal Express, or other equivalent overnight or expedited delivery service, it shall be deemed given upon the earlier of (i) actual receipt or (ii) twenty-four (24) hours after delivery to such overnight or expedited delivery service and properly addressed to the other party.

14. MISCELLANEOUS.

A. Waiver. The waiver by the City of any term or condition of this Agreement shall not be deemed a waiver of such term or condition at a later date, nor of any other term or condition.

B. Severance. Should any term or provision of this Agreement be determined invalid and unenforceable, such determination shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

C. Modification. No provision of this Agreement may be modified or altered except by agreement in writing between the City and Firm, and no act or omission of any employee or agent of City or Firm shall alter, change or modify any of the provisions hereof.

D. Headings. The headings herein contained are for convenience only, and shall not be considered a part of this Agreement.

This Agreement is hereby executed by the duly-authorized representatives of the Parties as of the above written date.

Witness:

CITY OF HALLOWELL

By: Nate Rudy
Its: City Manager

Witness:

DRUMMOND WOODSUM

By: Amy K. Tchao
Its: Shareholder