

## RETAINER AGREEMENT

Agreement made and entered into this 8<sup>th</sup> day of JANUARY, 2019, by and between the **Town of Centerville** with offices at P.O. Box 94, Caneadea, NY 14717, hereinafter referred to as the "Town", and **Richardson & Pullen, P.C.** Attorneys At Law, with offices at 21 Minard Street, P.O. Box 182, Fillmore, New York 14735-0182, hereinafter referred to as the "Attorneys".

**WITNESSETH** that in consideration of the mutual covenants and conditions herein contained, the parties hereto do agree as follows:

1. The Town hereby retains and employs the Attorneys to act as Retained Attorneys for the Town in all matters requiring the services of an attorney or a legal opinion by a licensed attorney. Such services shall include all matters routinely attended to by municipal counsel but shall not be deemed to include specialized areas of legal practice such as major bond issues, labor law practice, patent law practice and securities and exchange practice or other areas of specialty.
2. If the Attorneys determine that a matter referred to them by the Town pertains to an area of specialty practice they shall notify the Town of such determination within five (5) work days of their receipt of correspondence or communication concerning the matter. The Attorneys shall thereupon be either relieved of the duty to further handle the matter or negotiate a separate fee for the handling of such specialty matter if determined, mutually by the Attorneys and the Town Supervisor, that it is in the best interest of the Town for the Attorneys to handle the matter. The Supervisor may request that the Attorneys act for the Town to seek competent counsel and assist such counsel, under a separate fee structure, in the handling of the specialty matter.
3. The Town agrees to pay a fee of One hundred Sixty Dollars (\$160.00) per hour for all time spent by a lawyer in the Attorneys' office on legal work performed for the Town. Such time shall include, without limitation, time spent on the following tasks: conferences, telephone calls, e-mails, research, investigation, drafting papers and correspondence, travel, depositions, court appearances, trials, hearings, arbitrations, attendance at Town Board Meetings (where requested to do so), and such other appearances and tasks as may be necessary or helpful for the Attorneys to discharge the office of Town Attorney.
4. The Town understands that paralegals employed by Richardson & Pullen, P.C. will perform various facets of this work, supervised by David T. Pullen. It agrees to pay to the Attorneys the sum of Seventy-five Dollars (\$75.00) per hour for any services rendered by paralegals for routine work performed on behalf of the Town. Should the paralegals perform such particularized tasks for which the paralegals have received special training and/or have been certified to perform such tasks, then the Town agrees to pay to the Attorneys the sum of Eighty-Five Dollars (\$85.00) per hour for such services of the paralegals.
5. The Town also understands that it will be required to pay all expenses such as, but not limited to, costs of service of process, fees for expert services, witness fees, costs of depositions, transcripts, travel expenses, and court filing fees.
6. It is further understood that services will be billed on a monthly basis and expected to be paid upon receipt of said billing statement.

7. The Attorneys hereby accept such employment and agree to render to the best of their ability the services required of them as the Attorneys by this agreement on the terms and conditions herein stated.

8. Preservation and Maintenance of Client Files. In accordance with government regulations the Attorneys will routinely maintain all client files for a period of seven (7) years after each matter is concluded and closed. Following such time the Attorneys shall be free to destroy any file and all of its contents. If the Client wishes to have the Attorneys preserve client files for a longer it may contact the Attorneys and arrange for a long preservation and maintenance period, for which there will be a modest charge. If the Client wishes to have Attorney files turned over to it at the expiration of such time it may request such files from the Attorneys. Unless the Attorneys receive a written request from the Client for such files to be turned over, or for extended preservation, the Attorneys shall be free to destroy all such files. If the Client requests that a file be turned over to the Client, it will be required to sign a "Release and Receipt" acknowledging that the file has been provided to the client.

**Town Supervisor:** initial here MAB to accept terms of paragraph eight (8).

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**Town Seal**

By



Marc Bliss, Town Supervisor

By



David T. Pullen, Esq., President  
Richardson & Pullen, P.C.