

TOWN OF HUBBARDSTON, MASSACHUSETTS

AGREEMENT FOR TOWN COUNSEL SERVICES

THIS AGREEMENT made this 9 day of July, 2018 by and between the Town of Hubbardston, having a usual place of business at Hubbardston Town Hall, 7 Main Street, Unit # 3, Hubbardston, MA 01452, hereinafter referred to as the "TOWN", and KP Law, P.C., having a usual place of business at 101 Arch Street, 12th Floor, Boston, Massachusetts, hereinafter referred to as the "FIRM".

WITNESSETH:

Whereas, the FIRM currently serves as Town Counsel to the TOWN; and

WHEREAS, the FIRM desires to continue to serve as Town Counsel; and

WHEREAS, Town, by and through its Board of Selectmen, desires for the FIRM to continue to serve as Town Counsel.

NOW, THEREFORE, the TOWN and the FIRM agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement.
2. THE WORK. The FIRM shall perform legal services for the TOWN, including both general municipal and labor and employment services, as requested and needed and at the direction of the Town Administrator and Board of Selectmen.
3. TERM OF CONTRACT. This Agreement shall be in effect from July 1, 2018 and shall expire on June 30, 2019 ("TERM") unless sooner terminated, extended or amended pursuant to the terms hereof. In the event that this Agreement is not terminated, extended or amended prior to June 30, 2019, the FIRM shall continue to perform legal services to the TOWN under the terms hereof until such time as the Agreement is formally terminated, extended or amended ("EXTENDED TERM").
4. COMPENSATION. The TOWN shall pay the FIRM as full compensation for legal services rendered on billable matters at the rate of \$180/hour for attorneys and \$90.00/hour for paralegals. If the FIRM is reappointed for Fiscal Year 2020, beginning July 1, 2019 through June 30, 2020, the hourly rate for attorneys shall increase to \$185.00 and the hourly rate for paralegals to \$92.50.
 - a. At the request of the TOWN, the FIRM shall provide two free training sessions to TOWN boards and/or officials during the initial TERM and, if this Agreement is extended, two free training sessions in each fiscal year.
5. INVOICES. Invoices for services shall continue to be provided in their current format, provided, however, that the Town may request at any time that they take a different format.

6. PAYMENT OF COMPENSATION. The TOWN shall make payments within thirty (30) days after its receipt of invoices.
7. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
8. INDEPENDENT CONTRACTOR. The FIRM shall be considered an independent contractor for work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose, or entitled any benefits.
9. ASSIGNMENT. The FIRM shall not assign, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN.
10. CONFLICTS. The TOWN is aware that the FIRM represents other public entities. The FIRM will not undertake to represent any client in a matter that is directly adverse to the TOWN without first seeking and obtaining the appropriate conflict waivers and consent from the TOWN and other relevant parties. If such a potential conflict is identified, the FIRM will advise the TOWN immediately and if deemed necessary by the TOWN, an appropriate mechanism to address the potential conflict will be implemented.
11. TERMINATION FOR CONVENIENCE.
The TOWN may terminate this Agreement at any time at its will and pleasure by providing the FIRM written notice specifying therein the termination date. Upon receipt of said notice and upon the termination date, the FIRM shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the FIRM shall be entitled to compensation for all work completed prior to the termination date, and any work required or requested by the TOWN thereafter. The FIRM, at the request of the TOWN, shall stay on until a successor counsel is appointed. The FIRM may terminate this Agreement at any time at its will and pleasure by providing the TOWN written notice, specifying therein the termination date, provided however that such termination date shall not be sooner than 60 days from the date of such notice.
12. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby.
13. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the matters described. This Agreement supersedes all prior

agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF HUBBARDSTON by its
BOARD OF SELECTMEN



Daniel S. Galante, Chairman

KP LAW, PC



Lauren F. Goldberg, President