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PAUL A. GERMAIN
(1938-2011)

Town of Cicero
8236 Brewerton Road
Cicero, New York 13039

December 8th, 2015

Law Firm Letter of Engagement

To The Town of Cicero:

I am pleased to present this letter of engagement confirming our agreement, subject to your resolution, that Germain & Germain, LLP (the "Firm") will undertake to provide legal services to the Town of Cicero (the "Town") for the period of January 1st 2016 through December 31, 2017. It is the Firm's intention in providing this letter to set forth a clear understanding of the fees to be charged, the type of expenses that might be incurred and the Firm's billing practices.

Performance of Services. Robert Germain, Neil Germain and John Marzocchi will serve as Town officers and have primary responsibility for the above referenced work, but other attorneys and non-legal personnel, such as law clerks and paralegals, may work on Town matters from time to time. Robert Germain will serve as Town Attorney, Neil Germain will serve as attorney for the Planning Board and John Marzocchi will serve as Town Prosecutor. This will enable the Firm to provide the Town with the best quality legal service. Any work performed by non-legal staff will be performed under the direct supervision of an attorney.

Standard Billing and Payment Procedures. The Firm normally bills on a monthly basis, providing the Town with a monthly statement for services rendered during the previous month and for disbursements incurred for the Town's account. The detail in the monthly statements will inform the Town of both the nature and progress of work and of the fees and costs incurred. If the Firm is working on more than one matter for the Town, separate billings may be requested for each such matter or a combined billing for all matters.

Our monthly statements may contain information protected by the attorney-client privilege and the attorney work product doctrine. These privileges may be waived if someone other than an authorized client representative is to view the privileged material. Therefore, the Firm recommends that the Town keep all of the Firm's bills in a file marked "Attorney-Client Privileged Materials" and maintain the file in a secure location.

TOWN OF CICERO

JAN 04 2016

TOWN CLERK

cc: [unclear] file
Schweizer
[unclear] website

Termination of Engagement. Upon written notice to the Firm, the Town may terminate the Firm's engagement at any time, with or without cause. The Firm will return all Town papers and property immediately upon termination of engagement. The Firm will, however, retain the Firm's own files. The Firm files include, for example: the Firm's administrative records; time and expense reports; personnel and staffing materials; and lawyers' work papers such as drafts, notes, memoranda, research, etc. The Town, or the Town's new attorney, may arrange to make copies of all documents that are necessary to the Town's continued representation. The Firm will ask the Town to pay the cost of copying. Termination of the Firm's services will not affect the Town's responsibility to pay for legal services rendered and all costs incurred up to the date notice of termination is received, as well as for any work required by the Firm to facilitate an orderly turnover of the matters in process at the time of termination.

The Firm may terminate engagement for any of the reasons permitted under the New York Code of Professional Responsibility, including: the Town's failure to promptly pay the Firm's bills; misrepresentations of (or failure to disclose) any material facts; action taken contrary to the Firm's advice; or any other conduct or situation that, in the Firm's judgment, impairs an effective attorney-client relationship between the Firm and the Town or presents conflicts with our professional responsibilities. If required, our Firm will request a Stipulation executed by the Town allowing the Firm to withdraw as attorney of record in any judicial, administrative, arbitration, mediation or similar proceedings. If necessary, the Firm may apply for a Court Order approving the withdrawal of appearance on the Town's behalf.

Retention of Files. Because of the expense associated with storage, the Firm reserves the right, without further notice, to destroy all file documents seven (7) years after termination or completion of a matter.

Charges for Services. The Town hereby agrees to pay the Firm a twenty four (24) month retainer fee of Fifty Thousand Dollars (\$50,000.00), to be paid in monthly installments of Four Thousand One Hundred Sixty Six and 66/100 Dollars (\$4,166.66), which shall assure the Firm's availability. The retainer shall apply to and include the following: attendance at Town Board Meetings and other meetings as requested; consultation with Town Board Members as well as Department Heads and other Town personnel; and legal representation for general and normal Town business. The retainer does not cover: special District work; environmental reviews; labor negotiations; litigation, including Town Code Enforcement; special Town projects; and bonding or tax certiorari proceedings. Though the normal hourly rates of the Firm's personnel are significantly higher, the Town will be billed at a blended rate of One Hundred Fifty Dollars (\$150.00) per hour for all attorneys, for services provided outside of the retainer.

Costs. The Firm's legal services may involve costs and expenses for which the Town will be responsible, either directly or in reimbursement of the Firm's direct payment to the service provider. In the normal course of work, the Firm will incur and bill the Town for these expense items. On occasion, the Firm may be required to secure the services of outside consultants, accountants and legal counsel on the Town's behalf. The Firm will consult with the Town before retaining any such experts and before incurring any substantial liability for out-of-pocket expenditures. In circumstances involving any substantial expenditure, the Firm may require that the Town advance those sums to the Firm before the Firm expends them. In any event, the Firm will forward to the Town, for direct payment, any invoices for costs that exceed Five Hundred Dollars (\$500.00).

Fee Dispute. In the event of a fee dispute, the Town may have the right to resolve the dispute via arbitration, as provided for by the New York State Fee Dispute Resolution Program, 22 NYCRR Part 137. If that occasion should arise, and the Town is eligible to request that the dispute be resolved via arbitration, the Firm will, as required by law, provide the Town with the Standard Instructions to Clients for the Resolution of Fee Disputes Pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. If that circumstance exists, the Firm may not commence an action in court to collect any disputed fees until such notice has been provided.

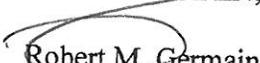
Again, if the Town has any questions or desires any clarification concerning any of the matters discussed in this letter agreement, please do not hesitate to telephone me directly.

After reviewing this letter, please execute one (1) copy where indicated below and return it to me for the Firm's files and retain one (1) copy for the Town's files.

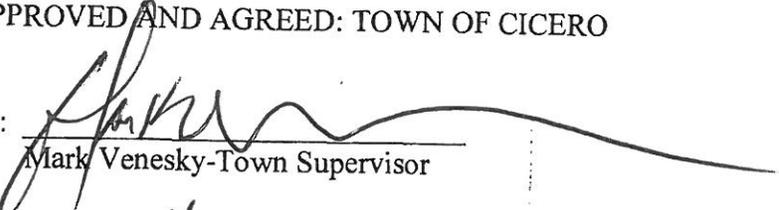
Should the Town decide not to use the Firm's legal services, a bill will be forwarded to the Town for any work done to date, and the Firm will consider the Town's file closed.

We appreciate The Town's confidence in our firm and the opportunity to represent the Town in these matters. I look forward to working with you.

Very truly yours,
GERMAIN & GERMAIN, LLP


Robert M. Germain

APPROVED AND AGREED: TOWN OF CICERO

By: 
Mark Venesky-Town Supervisor

Dated: January 4, 2016