

Angell Law, LLC

Stephen J. Angell, Esq. *

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February 7, 2025

Cranston City Council
c/o Hon. Jessica Marino, Council President
869 Park Avenue
Cranston, Rhode Island 02910

Re: Engagement as Council Attorney and Litigation Counsel
For the Council term beginning January 2025 and ending January 2027

Dear Madame President:

This letter (1) confirms that in accordance with Char. § 3.24, the Cranston City Council (“Council”), at its inaugural meeting of January 6, 2025, appointed Stephen J. Angell, Esq. of Angell Law, LLC (“Firm”), as City Council Attorney to provide legal services in connection with all aspects of Council business as it relates to legislation, the legislative process, and the conduction of all actual and prospective matters brought before the Council for its consideration; and (2) that the City Council agrees to engage Angell Law, LLC and Stephen J. Angell, Esq., as litigation counsel to the Council in connection with any litigation matter in which the interests of the Executive branch of city government diverge from that of the Council’s interest, as determined by a majority vote of the Council, and/or in matters in which the City Solicitor has a real or apparent conflict in representing the Council before a court of competent jurisdiction; and (3) that, by majority vote, you are authorized to sign the within engagement letter on behalf of the Council and accept the terms of representation and legal services offered by the Firm.

Client

The Council is our client (hereinafter referred to as “client”, “you” or “Council”)

Conflicts of Interest

On behalf of the Council, you have thus far given no information that suggests the existence of any conflict of interest which prevents me or the Firm from representing the Council as set forth herein. You should notify me if you learn of anything in the future that you believe may pose a conflict. Likewise, I shall notify you if I believe a potential conflict has arisen between the parties to this agreement.

Independent Contractor

The Firm and I are engaged on a non-exclusive basis to perform legal services as set forth herein. We will work cooperatively with you to conduct the activities required of this engagement.

This engagement does not create an employer-employee, joint venture, or partnership relationship between Stephen J. Angell, Esq. and Angell Law, LLC, and the Council. I further acknowledge that the Council is not responsible for withholding or paying any income, payroll, Social Security or other federal, state, or local taxes; making any insurance contributions,

* Admitted Rhode Island, Massachusetts and Washington, D.C.

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including unemployment or disability; or obtaining workers' compensation insurance on my behalf or on behalf of the firm.

LPL Coverage and Professional Responsibility

I warrant, on my behalf and on behalf of Angell Law, LLC, that we maintain professional liability insurance coverage that is more than adequate for the scope of services involved in this engagement and that we will provide a copy of our declaration page to be kept on file with the Council as soon as practicable. In addition, we are required to remain in compliance with all continuing legal education requirement and to maintain bar membership and registrations in good standing. I accept the continuing responsibility in the course of our engagement to advise if there is a change in any of the foregoing.

Scope of Engagement, Assignment of Personnel and Best Efforts

Stephen J. Angell, Esq. of Angell Law, LLC, is engaged to provide legal advice and legal services limited for the following "Flat Fee Scope of Services" (hereinafter "Flat Fee Scope"): Council Attorney as defined herein. Substitute legal counsel will not be assigned for this service.

In addition, the Firm has been engaged to manage and provide legal services in connection with selected litigation matters as may be assigned to me and the Firm. Fees associated with any litigation matter are billed as an "Hourly Scope of Services" (hereinafter "Hourly Scope").

We may agree with you to limit or expand the scope of our representation from time-to-time, provided that any such change is confirmed between us in writing. We will make best efforts to control the cost of fees. Specifically excluded from this engagement is any written legal opinion letter on any matter and any appellate litigation.

The Firm works as a team on your behalf to provide you with quality service as well as contemplative, informed advice. While I am the lead on this engagement, you agree that services may be performed by other attorneys and paraprofessionals of the Firm. In addition, I will also determine the extent to which the Firm requires that certain legal services be performed by other individuals with whom the Firm may associate, which may include co-counsel, paraprofessionals, etc., and these individuals will bill the Firm for their time as expense items, which will be reflected on the Firm's invoices to you as a cost or expense.

We make no guarantees or promises to you as to any particular outcome or disposition of matters assigned to us; however, we will use best efforts to achieve the best possible results.

Client Rights and Responsibilities

You agree to pay our invoices for services - fees, costs and expenses as provided below. All your rights and responsibilities as a client of the Firm are set forth in the attached "Client's Statement of Rights and Responsibilities" document and it is part of engaging the Firm. *See*

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Exhibit A to this letter. Please read that document in its entirety, sign it and return it to me along with this engagement letter.

Termination of Agreement

Our services and representation of you may be terminated upon a super-majority vote of all nine (9) members of the Council and, thereafter, by providing written notice to us via regular mail, email (to the email address on this letter), or in person. Such termination shall not, however, relieve you of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all costs and expenses incurred by us through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct. You agree that your failure to pay for any fee, cost or expense that is due and owing to the Firm shall serve as a basis for withdrawal and termination of this agreement. In the event we terminate this engagement, we will take such steps as are reasonably practicable to protect your interests in matters for which we may be engaged, and you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We are entitled to be paid for all legal services rendered (fees) as well as all costs and expenses incurred on your behalf through the date of withdrawal.

Unless previously terminated, our representation of you in this matter will terminate upon completion of matters assigned to us per the scope of services, which, in the case of litigation or administrative proceedings, means the entry of an Order, Final Decision or Final Judgement delineating the legal rights and responsibilities of the parties before a Court of competent jurisdiction or administrative adjudicative body from which an appeal or right of appeal may be taken/exercised.

File Retention and Destruction

When the Firm's engagement concludes (or earlier termination according to the foregoing provision), we will promptly return to you all original records and documents that you provided to us if you so choose (or otherwise dispose of them, at your cost, if you so direct), reserving the right to retain copies for our files. Otherwise, we maintain our inactive and closed files in accord with the retention and destruction policy stated below.

Attorney work product including but not limited to internal notes and memoranda as well as research materials for our use during this engagement will not be made available under any circumstance.

The Firm's current document retention and destruction policy is to retain files for 7 years, after which we may have the file destroyed, without further notice in a manner that protects confidentiality. However, once we have provided you the important documents, we may either

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destroy the file or return it to you earlier than 7 years. During the 7-year retention period, and to the extent we have your information in our possession, we will honor reasonable requests from you for copies of papers in our files.

Post-Engagement Matters

You are engaging the Firm to provide legal services regarding a specific matter or specific scope of services. After completion of the matter, changes may occur in applicable laws, regulations or a change in the procedural or factual circumstance of the matter that could have an impact upon you. Unless you engage us after completion of this matter to provide additional advice and services concerning issues arising from the matter, we have no continuing obligation to advise you with respect to any such future, legal developments.

Fees

Flat Fee Scope - The “flat fee scope” of services is a fixed rate fee, commonly known as a “Flat Fee” in the amount of \$3,500 per month due upon invoicing on or after the 1st day of the subsequent month.

Hourly Scope - My fees and that of the Firm are based upon the knowledge and experience of the attorneys and paraprofessionals associated with the Firm who may be assigned to assist in providing services, as well as the skill and time required to properly provide services, the novelty and complexity of the legal issues, the possibility that undertaking this engagement will preclude us from taking other matters, and the particular circumstances of this matter or scope of engagement. This includes, without limitation, time limitations or constraints imposed by you, by any court or agency, or by any other exigent circumstances requiring our attention to adequate representation of you.

The principal basis for computing our fees is the amount of time spent on this matter, measured in 1/10 of an hour (6-minute increments), by the lawyers and paraprofessionals multiplied by their individual hourly billing rates. Such rates are blended rates of \$450 per hour and \$185 per hour respectively; however, courtesy rates of \$225 for lawyers and \$125 for paraprofessionals are being extended to you. It is agreed that all rates are reasonable. In the event of a termination event, all time billed thereafter is at non-courtesy rates. All time expended on your behalf is memorialized in a time specification provided to you along with a corresponding invoice.

Hourly time charges are for any time spent providing services to you. Such time includes but is not limited to the following: any meetings¹, reading, drafting and filing documents, court (or agency or administrative body) appearances², conferences³, telephone calls, correspondence (which includes emails), research of any kind, preparation time, interviews, depositions, review

¹ Such occurrences may happen in a variety of settings. For example, they may occur in-person or via a collaboration platform (i.e., Zoom, WebEx).

² *Id.*

³ *Id.*

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of documents and file materials, or any other event or service in any way connected to the matters for which we have been engaged or assigned.

No retainer is being charged at this time.

Costs/Expenses⁴

You agree to assume responsibility for and pay for all of the Firm's out-of-pocket disbursements made in your behalf for costs and expenses incurred in connection with this matter. Such costs and expenses include, but are not limited to filing fees, expert witness fees or consultative service fees, travel expenses (excluding ordinary mileage for local travel), sheriff/constable fees, deposition expenses, long-distance telephone, photocopying, delivery, investigative expenses, and acquisition of records.

You agree to pay for all such costs and expenses regardless of disposition or outcome of any matter assigned to us. We reserve the right to: forgive repayment of costs and expenses; request a cost/expense deposit when you engage us; and/or request reimbursement of our costs and expenses during our representation.

Payments and Responsibility for Payment

Payments to the Firm may be made by check, ACH debit or EFT. It is preferable that the payment method be utilized. Our Firm's W-9 is on file with the City's finance department.

Invoices are rendered on a periodic basis for work performed and costs/expenses incurred by us during the preceding period. In most instances, invoices are billed monthly. All invoices, time specifications and schedule of costs/expense should be handled in accord with the attorney-client privilege and remain confidential. For reasons of attorney-client privilege, it is not recommended that any redacted or unredacted time specification be provided to finance for payment concerning matters in which the administration's and council's interests are adverse to one another. In situations such as these, you are advised to have one council member designated to review, approve and maintain the unredacted time specification and invoice, and for that member to forward the approved invoice only to finance for payment.

Payment of any invoice is due upon receipt. Any amounts not paid within 14 days of the invoice date will incur a late charge on the 15th day of 1.5 percent (1.5%) of the outstanding amount compounded every 30 days thereafter.

In the event you terminate our representation prior to the conclusion of matters assigned to us, you are not entitled to any file materials on which there is an outstanding invoice. You agree that

⁴ The Firm does not generally bill for minor out-of-pocket costs for such items as minor in-house document reproduction or local telephone calls, and other items of a similar nature. All costs and expenses are billed at Firm cost without markup.

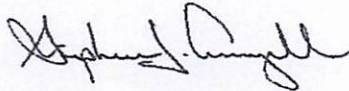
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failure to pay any fee, cost or expense that is due and owing provides grounds for the Firm to withdraw from representing you.

You agree that if it becomes necessary for the Firm to make a third-party assignment for collection or for filing suit to collect our fees, costs and expenses, you are responsible for all collection costs including the cost of our collection agent and/or attorney and any other costs associated with collection including but not limited to fees and costs associated with any lawsuit or administrative proceeding.

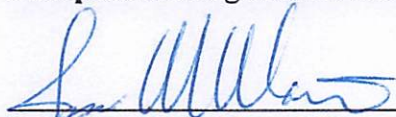
Sincerely,



Stephen J. Angell

SJA/tmv

Accepted and Agreed on behalf of the Council:



Jessica Marino, Council President

Date: February 20, 2025

Engagement Letter – Exhibit A

Client's Rights and Responsibilities Statement

In an attorney/client relationship each party has certain rights. A right that both parties have is always to be treated with courtesy and respect. This statement first explains your rights as a client when you hire **Angell Law, LLC** and, immediately afterwards, what your attorney has the right to expect of you. This statement is intended to promote better communication and prevent misunderstandings between you and your attorney.

As a client of Angell Law, LLC, you have the right to expect that:

Your attorney will handle your legal matter competently.

- When hiring an attorney, you have the right to ask questions about the attorney's education, training, and experience and expect that your attorney will remain current with recent developments in the law that relate to your matter.

Your attorney will charge you a reasonable fee and explain how it will be computed and when payments are expected from you.

- If you are not a regular client, your attorney will give you a written statement before, or as soon as the work begins, indicating the basis or rate of the fee you will be charged.
- If you are asked to pay a retainer, your attorney will explain how it will be spent and, if you ask, will provide you with a periodic written statement detailing how said retainer was actually spent.
- If your attorney is working on a contingent-fee basis, your attorney will put in writing, in advance, what the attorney's percentage will be, whether you will be billed for costs and expenses, and whether deductions will be taken from your settlement prior to calculating the fee.

Your attorney will work diligently for you and pursue the lawful means necessary to present or defend your case.

Your attorney will strive to resolve your legal matter promptly and will inform you if for any reason it cannot be resolved in a timely fashion.

Your attorney will respond to reasonable questions about the progress of your legal matter and will explain office policies to you to ensure satisfactory communications with you, including:

- How to reach your attorney

- When and how your telephone calls will be returned
- How to obtain copies of paper/documents from your legal file

Your attorney will exercise independent, professional judgment on your behalf free from any conflict of interest.

Most of your communications with your attorney are confidential. Your attorney will explain to you when the statements you make or secrets you reveal about your case cannot be kept confidential.

You have the right to make final decisions regarding your legal matter.

- Your attorney will discuss the negotiation process with you and will agree to a settlement offer only if you have approved it.

Your attorney will explain to you, in advance, any major expenses anticipated in your legal matter.

Your attorney will tell you if other lawyers will be involved in your representation and how the cost to you for their involvement will be calculated.

When your fee is not a single, set amount, your attorney will give you periodic billings detailing your fees, costs, and expenses.

If your legal fees will be applied against a settlement, your attorney will provide you with a final statement after the matter is concluded detailing what costs and expenses are being applied against your settlement and the amount you will receive.

As your legal advisor, [Angell Law, LLC](#) has the right to expect that:

You will make a full and honest disclosure of all of the facts – good and bad – that relate to your legal matter and you will inform your attorney about any new facts or circumstances that may affect your case as they arise.

You will adhere to your fee agreement/ letter of engagement with your attorney, pay your bills for all work that has been performed and pay for all costs that were advanced for you. If you have any questions about your bill, you will discuss them with your attorney.

You will seek your attorney's advice before discussing any information relating to your legal matter with others.

You will tell your attorney if you have any concerns or reservations about the advice you are being given.

You will be on time for all court hearings and appointments with your attorney or let your attorney know in advance if you cannot be on time.

