

Marie Phelan
90 State House Square
Hartford, CT 06103-3702
p 860 424 4337
f 860 424 4370
mphelan@pullcom.com
www.pullcom.com

May __, 2020

East Haven Housing Authority

Re: Engagement Letter

Dear _____:

You have asked my firm to represent the East Haven Housing Authority as bond counsel. Under the Connecticut Rules of Professional Conduct, which govern the activities of lawyers, I am required to describe the scope of the engagement governed by this agreement and the manner in which our fees will be determined. This engagement agreement is effective when my firm receives your confirmation of this agreement's terms.

Client and Scope of Representation. The East Haven Housing Authority (the "Authority" or the "Client") is our client(s), and no other person or entity. You have asked us to serve as bond counsel in connection with the financing of the _____ project.

Additional Undertakings. If you ask the firm to perform any additional work beyond this engagement, and if the firm agrees to undertake that work, then the firm will perform that work upon the same terms as stated in this agreement, unless we have obtained a new engagement agreement from you. Unless specified in this engagement, the firm is not agreeing to provide services for any court proceedings, arbitrations, appeals, bankruptcies, or post-judgment proceedings.

Client Responsibilities. Client agrees to pay our invoices as provided below. Client must also cooperate with us and provide complete and detailed information when requested. Client agrees to keep us informed of any changes in contact information.

Fees and Expenses. Our fees will be based on the hourly billing rate for each attorney and legal assistant devoting time to this matter. Our billing rates for attorneys currently range from \$240 per hour for associates to \$745 per hour for senior partners. My hourly rate and Frank Cleary's and Sandra Dawson's hourly rates, who will be responsible for tax matters are \$550 per hour. These billing rates are subject to adjustment on an annual basis to reflect changes in the levels of experience of our attorneys and legal assistants and economic factors affecting the firm.

We will include on our statements separate charges for expenses we incur in connection with the engagement, such as photocopying, messenger and delivery service, computerized research, search and filing fees.

Billing. The firm will send monthly invoices for its services. If there is more than one client, you will each be jointly and severally responsible for the payment of our invoices. The firm will charge interest at the rate of 1% per month (12% per annum) on any bills that remain unpaid for more than 60 days. After 60 days, we reserve the right to cease performing services, and to seek to withdraw our representation in any court proceeding, until satisfactory payment arrangements have been made. The firm reserves the right to collect any unpaid fees and expenses by setoff or lien, from any recovery or proceeds that accrue to your benefit, in whole or in part, from this firm's legal representation.

No Conditions Upon Firm's Charges. It is expressly understood that Client's obligations to pay the firm's billings is not contingent upon: (a) the ultimate resolution of the matter; (b) the amount of money that is in dispute; or (c) the amount of any recovery Client receives.

Opinions and Beliefs. By entering into this agreement, Client acknowledges that the firm has made no promises or guarantees concerning the outcome of your matter. The outcome of any legal matter, especially negotiations or litigation, can be subject to numerous tangible and intangible factors, rendering predictions impossible. During the course of our representation, we may offer Client advice and recommendations. Any statements we make, however, must be considered an expression of opinion only, based upon information available, and should not be construed as a promise or guarantee.

Municipal Conflicts. Our firm represents clients throughout the State of Connecticut, including municipalities, boards of education, companies, individuals, landlords, tenants, borrowers, lenders, financial institutions, governmental and quasi-governmental entities and associations that may have interactions with Client in civil or criminal matters, totally unrelated to this representation. Our representation of other clients may include such things as representing the municipal government; representing the board of education; appearances before municipal boards and commissions, pursuing land use applications, appeals from agency decisions; property valuation appeals; tax refund requests; representing purchasers of municipal obligations; foreclosures of liens; and representation of parties in bankruptcy. Client agrees that we may represent other clients in unrelated matters who may be adverse to you, provided such matters are not substantially related to our work that we have been engaged to handle in this agreement, and so long as we believe our responsibilities to Client would not be materially limited due to such other representation.

State of Connecticut. From time to time, the firm represents the State of Connecticut or some of its agencies on totally unrelated matters. We have determined that any such unrelated matter would not in any way materially limit our representation in this matter. If the Client wishes to discuss this further, then please feel free to contact me.

Preservation Obligations: You should immediately take steps to preserve any information or documentation, whether in electronic or hard-copy form, that may relate to the matter for which you have hired us. This includes preventing the deletion of electronic files and communications, such as e-mails, draft work products, correspondence, audio files, video files, calendars and memos – all of which must be preserved in their native formats - including such information contained on electronic devices. Please contact me if you have any doubt or concern about whether or how to retain documents and other information.

Electronic Technology and Confidentiality. The firm uses various technologies, including e-mail and third party cloud-based services, to store documents, e-mails and data, and to exchange the same with our clients and others. We also communicate with our clients by e-mail, facsimile, (mobile) telephone or video. We may also obtain your execution of documents by a variety of remote video conference technologies. Some of the hosting technologies for these methods of communication reserve the right under limited circumstances to review the content of the communication on their systems. Both the terms of their conditions of use and the general acceptance of these methods of communications by the legal profession lead us to conclude that the risk of disclosure of your confidential communications with us by using these technologies is minimal, but you should be aware of such risk. By engaging our firm, you consent to our using these technologies to represent you. By entering into this engagement, the Client recognizes that the traditional rules of confidentiality of communications between a client and its lawyer may be impacted by the provisions of the Freedom of Information Act (“FOIA”). Client may for example receive FOIA requests for such things as our communications with Client or our billings. Accordingly, our billing time entries may be more circumspect than we might otherwise prepare for a non-governmental client to avoid the disclosure of confidential communications or advice in a billing entry. Further, we suggest Client separate our privileged communications to Client from records that are otherwise made available for public inspection. If Client receives a FOIA request to view our communications with Client, we would be happy to consult with Client about the propriety of any disclosures of our communications, but depending upon the circumstances of our retention, the municipal attorney and/or the municipal chief executive officer may have to be consulted as well.

Records Retention. Unless we have otherwise agreed with Client in writing, we reserve the right to determine what a “reasonable time” will be, to retain Client’s records after the conclusion of our representation. We do not concede that our firm’s records could be deemed “public records” under FOIA.

Termination of Engagement. Either you or the firm may terminate the engagement at any time, by written notice, subject on our part to the Connecticut Rules of Professional Conduct. If you terminate our services, you will promptly pay us for all attorneys’ fees, charges and expenses incurred prior to the date of our receipt of the termination letter, and for any work, charges and expenses required to effect a transition to new counsel. We reserve the right to withdraw from representing you if, among other things, you fail to honor the terms of this engagement letter, including non-payment of our bills; you fail to cooperate or communicate

with us; or should we become aware of any factual circumstances that would, in our judgment, render our continuing representation unlawful or unethical. Unless previously terminated, the firm's representation will terminate upon the firm sending you what it designates as its final bill for services performed.

Choice of Law, Venue and Fee Dispute Resolution. The engagement of the firm for this or any subsequent matter shall be governed solely by the laws of the State of Connecticut. Should any controversy or dispute arise from our relationship with you, the exclusive venue for the resolution of any such controversy shall be a court of competent jurisdiction within the State of Connecticut. Notwithstanding the foregoing, should any dispute arise over the firm's fees or expenses billed or incurred on your matter, or any guaranty of our fees, then such dispute shall be resolved by binding arbitration in accordance with the Fee Dispute Resolution Program Rules of the Connecticut Bar Association, found at www.ctbar.org.

This letter agreement contains the entire agreement between the East Haven Housing Authority and Pullman & Comley, LLC regarding the requested representation and the fees, charges and expenses to be paid. If you agree with the terms of this letter, then please return a signed copy of this letter by mail, or by e-mail with a PDF attachment to my attention at mphelan@pullcom.com. Should you have any questions or comments concerning any of the matters set forth in this letter, please do not hesitate to call me. On behalf of Pullman & Comley, LLC, I look forward to assisting you.

Sincerely,

Marie Phelan

CONSENT TO REPRESENTATION ON STATED TERMS

The undersigned hereby approve and consent to each of the terms and conditions stated above.

East Haven Housing Authority

By: _____

Date _____