EXHIBIT D

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is between the "Firm":

Driscoll & Driscoll, P.C.
Post Office Box 301457
Boston, Massachusetts, 02130

and, the "Client":
Medfield Housing Authority
30 Pound Street
Medfield, MA 02052

WHEREAS, the Client desires to have the Firm perform certain legal services for the Client, as set forth herein, and the Firm is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties hereto agree as follows:

1. Services

The Client hereby engages the Firm to provide legal services for housing and/or rental assistance programs of the Client or other, as directed by the Client.

2. Fees and Reimbursements / Invoices

2.1 The Client agrees to compensate the Firm for services rendered hereunder at the rate of Two Hundred Dollars ($200.00) per hour for the cost of legal services pursuant to Paragraph 1 above. The hourly time charge for legal services includes, but is not limited to, the following: Appearances (including travel time to and from Court, or other); conferences; depositions preparation and participation; correspondence and legal documents review and preparation; legal research; and telephone conversations.

2.2 The Firm will bill the client at the above-listed rate unless the Firm is given advanced, written notice that the Client intends to participate in the DHCD Regional Legal Services Program for reimbursement of legal fees pertaining to the Client's state-aided public housing portfolio. The Client agrees to provide said notice prior to the Firm's representation on any legal matter for which the Firm would send an invoice. Where the Firm has been placed on such notice, the Firm will bill Client in accordance with the rates outlined in the Firm's RFR 2021-38 proposal. All other matters will be invoiced at the rate identified in Section 2.1 above.

2.2 In addition, upon submission of proper documentation, the Client will reimburse the Firm for all reasonable and customary expenses incurred while providing legal services for the Client. Out of pocket expenses shall be reimbursed without mark-up or service charge.

2.3 The Firm shall submit an invoice to the Client at the completion of the work, or during the progress of the work, setting forth a description of the work performed and the expenses for said work. These statements shall be submitted to the Client at the address set forth above or email address below. The Client shall promptly review and pay each such invoice.

3. Term

The term of this Agreement shall commence as of the date signed by both the Firm and the Client below and shall continue in effect for one year from the date of this Agreement.

4. Independent Contractor

The Firm shall perform services hereunder as an independent contractor and not as an employee or agent of the Client.

5. Protection of Confidential Information

5.1 All work product of the Firm in the performance of this Agreement, including without limitation, analyses, reports, documents, and other information, shall be considered confidential information. Any information disclosed to the Firm by the Client or others on behalf of the Client in connection with this Agreement shall also be considered confidential information.

5.2 Except as the Client may authorize in writing, the Firm shall not disclose any confidential information or use it for any purpose other than the performance of services under this Agreement. Promptly upon the Client's request, the Firm shall deliver to the Client all confidential information received from the Client or others which the Firm has in its possession, but the Firm is authorized to retain copies for archival purposes

6. Applicable Law / Entire Agreement

6.1 This Agreement shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and Client's policies. Client acknowledges this Agreement has been procured in accordance therewith.

6.2 This Agreement constitutes the entire agreement and supersedes all prior agreements and understanding, both written and oral, between the parties relating to the subject matter hereof.

7. Notices

All notices, invoices, correspondence, consents, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when actually received.

Such notices may be given personally, emailed, by registered, or certified mail,

if to the Firm to: Jonathan L. Driscoll, Esq., Post Office Box 301457, Boston, Massachusetts, 02130, Jonathan@Drilaw.com;

if to the Client to:
Medfield Housing Authority
30 Pound Street
Medfield, MA 02052

or to such other address as either party shall have last designated by notice to the other party hereto.

8. Waiver

Failure of either party to this Agreement to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of either party thereafter to enforce each and every provision thereof. The waiver of any provisions of this Agreement or any breach thereof shall not constitute waiver of any subsequent breach of the same or any other provisions of this Agreement.

9. Dispute Resolution

In the event of any disagreement or dispute concerning this Agreement, the Firm and the Client shall exercise reasonable efforts to resolve the matter amicably.

10. Withdrawal of Attorney

Client understands and expressly agrees that the Firm may withdraw from representation of Client at any time if Client fails to honor the fee arrangement herein set forth including, but not limited to, payment of fees and expenses on a timely basis; fails to cooperate in the preparation of the case; fails to make a full and complete disclosure of the facts and circumstances relating to the case; fails to abide by the terms of this Legal Services Agreement or otherwise takes any action which impedes the ability of the Firm to provide adequate and ethical representation.

11. Execution

The parties agree that a digital signature shall have the same legal effect as an original signature for the purposes of endorsing this Legal Services Agreement.

IN WITNESS WHEREOF, the parties have executed this Legal Services Agreement as follows:

For Medfield Housing Authority,

Candace Avery
Candace Avery (Aug 7, 2024 15:44 EDT)

Candace Avery

Dated: 08/07/2024

DRISCOLL & DRISCOLL, P.C.,

Jonathan L. Driscoll, Esq.

Dated: 08/10/2024