

LETTER OF ENGAGEMENT

February 7, 2016

Mr. Mathew Jerzyk, Esq.  
Solicitor  
City of Central Falls  
580 Broad Street  
Central Falls, RI 02863

APPROVED  
  
City Solicitor

Re: Negotiations with Council 94, AFSCME Local 1627

Dear Solicitor Jerzyk:

I enjoyed meeting with you recently to discuss representing the City of Central Falls in their upcoming negotiations with the City's non-uniform municipal bargaining unit. Please allow this letter to memorialize the terms and the scope of the representation we discussed. If you are in agreement with the scope of this representation after reviewing the terms outlined below, please signify by affixing your name in the provided signature block.

I. SCOPE OF REPRESENTATION:

Representation is undertaken to counsel, represent and serve as Chief Negotiator for the City, in its negotiations with Council 94, Local 1627. Representation will extend to the development of negotiation strategy and proposals, analysis of all offers and demands, representation at all negotiation sessions and representation in the statutory mediation and arbitration process.

II. FEES AND EXPENSES:

Client agrees to pay a discounted hourly fee for legal services of \$125 / hour. Said hourly fee shall not be assessed for any meetings or discussions with client about work rendered, or work to

be performed. Client also agrees to provide an initial retainer of \$2,500 to be held in trust as prepayment for legal services and to be charged at the rate provided above. The parties' agree that should funds continue to be held in trust after the representation ceases, Counsel shall return the remaining funds within fifteen (15) days.

In the event of the exhaustion of the initial retainer, Counsel shall thereafter provide client with a monthly statement for legal services rendered. Counsel agrees to further provide to Client a monthly statement detailing the services rendered and the amount due, if any. Should services exceed a total sum of \$5,000, Counsel and Client agree to meet and discuss a new financial arrangement.

Counsel affirms that he will seek to utilize the most cost-effective means to satisfy Client's goals.

At times it may become necessary for Counsel to incur expenses on behalf of Client throughout the course of the representation. To the extent such expenses are foreseeable, Counsel shall notify Client of said expenses and shall obtain approval from Client prior to paying or incurring said expense.

In the event of a fee dispute, Client shall notify Counsel of which fees assessed to Client are disputed and attempt to resolve the same by agreement.

### III. DURATION OF REPRESENTATION:

This representation shall last until such time as a successor collective bargaining agreement is reached or until either party desires to sever the attorney / client relationship. In the event of said desire, the party desiring to cease the relationship shall provide the other party with at least ten (10) days advance notice of termination, to provide Counsel with the opportunity to resolve any outstanding matters and so that Counsel may provide a statement so that he may be compensated for work rendered to date.

I would like to thank you again for entrusting me to represent the City in this matter. Should you have any questions about the scope of the afore-mentioned representation or do not otherwise agree that it encompasses the totality of our discussions please do not hesitate to contact me.

Sincerely,

CHARLES A. RUGGERIO, ESQ.