

Thomas R. Crookes, Esq.
Direct Dial (330) 208-1014
Direct Fax (330) 208-1065
Email trcrookes@vorys.com

January 21, 2025

Via Email: pserina@cityofgreen.org

Honorable Rocco P. Yeargin
Mayor of the City of Green
P.O. Box 278
1755 Town Park Blvd.
Green, OH 44232-0278

Re: *Engagement*

Dear Mayor Yeargin:

Vorys, Sater, Seymour and Pease LLP appreciates the opportunity to provide legal services to City of Green (the “City”) in connection with the negotiations of the Services Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local No. 2714 (the “City Services CBA”). It is expected that our services will not involve direct bargaining but rather will involve consultation regarding contract language, preparation of contract language, strategy, legal questions, interpretations of SERB laws and guidance, and other related matters.

Our services are intended to be rendered only to the City and only for the benefit of the City. Accordingly, no other person or entity will be entitled to rely upon or otherwise benefit from our services. More specifically, where we are representing a legal entity (such as a city), our attorney-client relationship is with that legal entity and not with its individual officers, directors, executives, employees, shareholders, partners, members, managers, or other persons in similar positions, or with its parent, subsidiaries, or affiliated corporations or persons. In such cases, our professional duties are owed only to the legal entity that we have agreed to represent.

We write to confirm the terms of our retention as counsel because our experience has shown that the attorney-client relationship works best when there is an early mutual understanding about matters such as the firm’s billing policies, charges and payment terms. The information below describes policies that will apply to the work we will be doing for the City.

City of Green
January 21, 2025
Page 2

Legal Fees

The City will pay a flat fee of \$12,000 for the negotiation of the City Services CBA described above. This fee includes all typical administrative expenses associated with such negotiations (including research, copies, travel, etc.). A collar will be applied to this fee. Vorys will track its hours throughout the negotiation at a blended rate of \$450 an hour. If the accumulated cost of the negotiation is less than \$10,000, the client will pay that cost (and not the \$12,000 flat fee). If Vorys' cost throughout the negotiation exceeds \$14,000, the client will begin paying \$450 for every hour worked beyond \$14,000. In other words, the client will pay \$12,000 if the total, accumulated fee falls between \$10,000 and \$14,000.

Costs and Disbursements

To the extent practicable, we allocate the costs of support systems in accordance with the extent of usage by individual clients. Therefore, certain costs incurred on the City's behalf (apart from these included in the Flat Fee described above) will be billed to the City as expenses. Charges for such support services will be billed to the City with the charges for legal services. In addition, out-of-pocket payments for such items as filing fees, court reporter services, court costs, subpoena costs, witness fees, expert fees, investigation and the like, while payable to others, are to be paid by the City. Advancements payable to others will be sent directly to the City for payment or, if advanced by the firm, billed directly to the City either separately or with our statement for legal services.

Billing

Despite this matter being billed on completion, our policy is that statements for services and reimbursement for expenses and disbursements advanced by the firm should be rendered on a monthly basis. Payment of invoices will be due and payable upon the completing of the negotiations, unless other arrangements have been made with the firm in advance.

Disposition of Records

Current Contact Information. Because it is important that we be able to contact you regarding your representation, you agree to inform us, in writing, of any changes in the name, business address, telephone number, contact person, e-mail address, state of incorporation or organization, or other relevant changes regarding the City. Whenever we need your instructions or authorization, we will contact you at the latest business address we have received from you.

Conclusion of Representation; Retention and Disposition of Documents.

Unless previously terminated, our representation of the City in the matters contemplated hereby or in any sub-matter on which we perform services on behalf of the City will terminate upon the date we last render services, regardless of whether our charges for such services have been billed

City of Green
January 21, 2025
Page 3

or paid at the time the final services are rendered. At that time, we will close the file pertaining to the matter or sub-matter and, upon request, return to you any original documents and other property you provided to the firm in connection with the matter or sub-matter. Our file pertaining to the matter or sub-matter, which might include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers, will be retained by the firm. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us, without further notice to you, after the close of the matter or sub-matter in accordance with the firm's record retention policy.

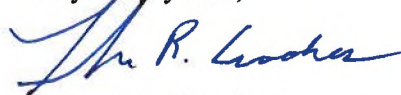
Conclusion

If the foregoing terms of retention are acceptable to the City, please sign the enclosed copy of this letter and return it to me. Notwithstanding the City's agreement, any time you have any question about our billing policies or procedures or about a specific statement, you should contact me so that I can be responsive to your question.

The terms of our retention will be governed by the laws of the State of Ohio. All claims, disputes or causes of action relating to or arising out of our retention may be brought, heard, and resolved by and in a federal or state court situated in Summit County, Ohio.

I look forward to working with you.

Very truly yours,



Thomas R. Crookes

TRC/jlp

Accepted:

City of Green

By: _____

Title: _____

Date: _____