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October 1, 2024

Via Email (.pdf) Only (at olivesupervisor@gmail.com)

Hon. Jim Sofranko
Supervisor
Town of Olive
45 Watson Hollow Road
West Shokan, NY 12494

Re: Labor & Employment Legal Services

Dear Jim:

Whiteman Osterman & Hanna LLP appreciates the opportunity to provide legal services to the Town of Olive (the "Town") in connection with Labor and Employment matters. In accordance with Firm policy, the purpose of this letter is to set forth our understanding as to the terms upon which we have been engaged. Should you have any questions in relation to this proposal or if you would like to discuss it further, please feel free to contact me or Nathaniel Nichols, Esq.

MUTUAL RESPONSIBILITIES

We will provide the legal services that, in our professional judgment, are appropriate for this matter and in accordance with applicable legal and ethical standards. You agree that representatives of the Town, specifically, the Town employees/staff, and their designees, will be reasonably available to confer with us upon request, will provide us with such documents and information as you may possess necessary to the representation, will disclose all facts and circumstances of which you are aware that may bear upon our handling of the representation, will promptly pay our fees in accordance with the terms of this letter and will otherwise assist our efforts as we reasonably request.

It is understood that I will be the partner of this Firm primarily responsible for this engagement and Nathaniel Nichols, Esq. (Of Counsel) will work on the Town's matters regularly.

DETERMINATION OF FEES

Our fees are determined, in accordance with applicable ethical rules, by considering a number of factors, including the amount of time that our lawyers, legal assistants and staff devote

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to the matter, the experience and expertise of the professionals who perform the services, the complexity, novelty and difficulty of the questions involved, the magnitude of the matter, any time limitations or other special demands presented, and the results obtained. In light of these actors, our fees in this representation will be as follows.

RETAINER

For general representation, which we define as responding to routine telephone inquiries and correspondence, including any supporting research, attendance as requested at Board or other applicable meetings (including labor management meetings), attendance at Town Board hearings, legal opinions as requested by the Town Board, review of labor contracts, preparation of grievance or initial administrative agency responses, periodic written reports regarding public sector labor and employment issues, negotiation services involving the Town's two bargaining units through impasse proceedings (excluding interest arbitration), assistance in drafting work rules and employer policies, two days of training per year for Town employees/officers on topics to be agreed upon at such time as the training is requested, and day-to-day counsel and advice, we agree to charge an initial retainer of **\$3,125** for the period of October 1, 2024, through and including December 31, 2024; and then an annual retainer of **\$12,500** for the 2025 calendar year (paid in equal quarterly installments of \$3,125/quarter). It is our intention to maintain that retainer amount throughout the life of the engagement, unless the Town's usage significantly exceeds our expectations. In such a case, we will discuss and agree upon any proposed change in the retainer with you before it takes effect.

Travel to and from the Town will always be included in the retainer, regardless of whether the travel is associated with retainer or non-retainer work. Because we believe that a more efficient and effective relationship occurs when a client is not concerned about legal fees when he or she needs to seek the assistance of counsel, there will be no cap on the number of hours covered by the retainer. At the end of the first year, we will meet with you to discuss your usage and whether a different retainer amount should be considered prospectively.

The retainer will be billed in equal payments quarterly and payable in advance.

NON-RETAINER

We exclude from the retainer all federal and state court litigation, and all administrative litigation, such as the prosecution of employee disciplinary proceedings on behalf of the Town including Civil Service Law § 75 proceedings, arbitrations, Division of Human Rights proceedings, and PERB proceedings. Non-retainer work would also include matters of such unusual scope or depth that we mutually agree require extended time or research to complete. We would not undertake such a matter without your express approval.

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On non-retainer matters, the time of partners and of counsel attorneys will be charged at a rate of **\$250** per hour and the time of associates will be charged at a rate of **\$200** per hour. Paralegal services will be billed at **\$125** per hour.

BILLING FOR COSTS AND EXPENSES

In addition to our fees, we will bill you for any expenditures that we make or expenses we incur for you or on your behalf. These may include computer-based legal research costs (the Firm allocates a flat fee paid for certain legal research costs in accordance with proportionate usage by clients), the costs of reproducing documents, long distance telephone charges, parking and travel costs, filing fees, court reporter fees, expenses which we incur while we are away from our office on your business, fees which accountants or consultants retained on your behalf charge us, and other similar expenditures. Where such expenditures are significant in amount, we may ask you to make payment directly to the provider of goods or services, or we may require an additional retainer amount to cover such expenses.

STATEMENTS

We will send you statements for services rendered and for expenditures which we have made for you on a monthly or periodic basis. The amounts set forth in the statements are due within thirty days after the statement is mailed. If you have any questions about any statement, please call me promptly to discuss it.

If your account becomes delinquent, we have established collection procedures which may include stopping all legal services of a non-emergency nature and, where consistent with our ethical obligations, withdrawing from this representation. We also reserve the right to ask you for reasonable security for past due balances and work required in the near future. As a condition of our undertaking this representation, you agree to provide such security to us upon request.

In fairness to the majority of our clients who pay our statements promptly, we have established late payment charges designed to recover the costs of carrying overdue accounts. We reserve the right, to the extent permitted by law, to add a late payment charge of 9% per annum (0.75% per month) to your past due account. These late charges will accrue from the due date of the bill until the date it is paid.

Under certain circumstances, disputes regarding our fees may be subject to the New York Fee Dispute Resolution Program established under 22 NYCRR Part 137.

RECORDS RETENTION

The Firm maintains a records retention and destruction policy, which may be amended from time to time. It is the Firm's practice, in accordance with its records retention policy, to review the file at the conclusion of our engagement for purposes of determining information and

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documents that will be returned to you, retained in our files or destroyed. With respect to documents that are retained in our files, under our current records retention policy, the Firm reserves the right to destroy client files seven years after the conclusion of the matter, except as to matters, such as trust and estate matters, which require a longer document retention period. You may also arrange for the return of the file to you, upon payment of shipping costs.

DOCUMENT PRESERVATION

If this matter involves litigation, or the assertion or defense of a potential claim, it is imperative that you immediately take all necessary steps to ensure that there is no disposal, alteration or destruction of documents (including electronic documents and emails) that might relate in any way to the claim at issue. Under applicable court rules and judicial precedent, you are obligated to preserve all documents and communications that relate in any way to the claim and you can be subject to judicial sanctions for failing to do so. This may require you to ensure that any systems that automatically archive or destroy electronic documents are turned off. We would be pleased to provide you with additional assistance and advice in this regard if you have questions.

CONFLICTS OF INTEREST

As you are aware, Whiteman Osterman & Hanna LLP has a diverse practice that includes representation of many other organizations and individuals in many areas. We have performed our standard internal conflicts check and we believe our performance of this engagement will not conflict with any client or matter on which we are engaged as of the date of this letter. In the event any such conflict comes to our attention, we will promptly notify you, and you agree to promptly meet with us to discuss, in good faith, a reasonable resolution. Within applicable ethical and legal guidelines, we will endeavor to continue our representation and to preserve our relationship.

TERMINATION

We anticipate continuing a long and mutually satisfactory relationship. The Town has the right to terminate our engagement at any time by giving us written notice of termination. We also have the right, subject to our responsibilities under applicable ethical rules, to terminate our engagement by giving the Town written notice if it fails to cooperate with us or to pay our bills when due or if we determine that continuing to represent the Town would be unethical, impractical or improper. If our relationship is terminated by either of us, the Town will remain obligated to pay us in full for our past services and for costs and expenses in accordance with the terms of this letter.

AGREEMENT APPLICABLE UNTIL CHANGED IN WRITING

This agreement will apply to any additional matters we agree to undertake upon your behalf unless we enter into an express written agreement reflecting an alternate arrangement. Please

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review this letter carefully and raise with me any questions that you may have. If this letter accurately reflects your understanding of our attorney-client relationship, please indicate the Town's approval and acceptance by executing it and returning a copy to me. Your signature also evidences your authority to review and execute this retainer agreement on behalf of the Town.

Again, thank you for this opportunity to be of service to the Town. Should you have any questions or require additional information, please do not hesitate to contact me at my number above.

Sincerely,

Robert Schofield

Robert T. Schofield

APPROVED AND ACCEPTED:

Hon. Jim Sofranko,
Supervisor, Town of Olive

Date: _____