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ELENA DEFIO KEAN
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December 9, 2024

Via Electronic Mail Only

Supervisor Thomas P. DiMezza
Town of Amsterdam
283 Manny's Corners Road
Amsterdam, NY 12010

Re: Retainer Agreement – Labor Representation

Dear Supervisor DiMezza:

This Retainer Agreement confirms that you have engaged Hinman Straub P.C. to provide professional legal services in accordance with the terms described below.

As you requested, our services will include on all contract negotiations, related grievances, PERB matters, disciplinary matters, labor and insurance matters, and all other work assigned by the Town. In addition, other legal services that you may require may also be performed in accordance with the terms of this Retainer Agreement upon request.

Any work that we perform will be billed on an hourly basis. The work will be performed and/or supervised by me or another attorney with the requisite expertise. In addition, some work may be performed by associates where appropriate to control your costs. Effective January 1, 2025, our hourly rates will be \$225.00 for partners and shareholders, \$200.00 for associates, \$150.00 per hour for law clerks and \$100.00 per hour for paralegals. These rates are guaranteed through December 31, 2027.

In addition to billing for legal services, we will also bill for disbursements including, without limitation, long distance telephone charges, copying, courier services, UPS/FedEx, meals, computer on-line services, court costs, mileage, and necessary travel.

Hinman Straub P.C. bills on a monthly basis for all disbursements and fees. Bills will be sent to your attention at the above address unless you instruct us otherwise. Payment in full is due upon receipt. Any payments not received by us within thirty (30) days of receipt of the invoice will be considered overdue and may be subject to interest at the rate of 1% per month. Failure to make timely payments may, upon notice, result in the firm's withdrawal as your counsel.

Either party may terminate this Retainer Agreement, for any reason, upon thirty (30) days prior written notice. Termination will be effective thirty (30) days following the date any such notice is received by the other party, or sooner upon our mutual agreement. In the event of a termination, you agree to pay all fees, costs and disbursements accrued or incurred as of the effective date of the termination.

Although I do not anticipate any confusion over the billing process, please note that if any issues arise concerning billing, you may have the right under Part 137 of the Rules of the Chief Administrator of the Courts to arbitrate any fee disputes, a copy of which will be provided to you upon request.

While there is no guarantee of any outcome, be assured, however, that it is our desire to afford you conscientious, faithful, and diligent service, seeking at all times to achieve solutions that are just and reasonable. If this arrangement is acceptable, please sign where indicated below and return a copy to me electronically at ckean@hinmanstraub.com. In closing, we appreciate your trust and confidence, and look forward to working together.

Should you have any questions, feel free to contact me.

Very truly yours,

Elena DeFio Kean, Esq.

AGREED TO:
Town of Amsterdam

By: _____
Thomas P. DiMezza

Title: Town Supervisor

Date: _____