

LAW OFFICES OF
GILBERT, HUFFMAN, PROSSER, HEWSON & BARKE, LTD.

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February 2023

ATTORNEY-CLIENT FEE CONTRACT

This ATTORNEY-CLIENT FEE CONTRACT ("Contract") is entered into by and between Franklin County ("Client") and Rhett T. Barke on behalf of Gilbert, Huffman, Prosser, Hewson & Barke, Ltd. (collectively referred to as "Attorney").

1. **CONDITIONS.** This Contract will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Contract.

2. **SCOPE AND DUTIES.** Client hires Attorney to provide legal services for Client. These services shall consist of representation of Client's interests in the specific legal services of collective bargaining negotiations, pre-arbitration grievance services, general labor matters, assistance with the County budget, periodic trainings as requested. Client and Attorney specifically agree that any arbitrations, whether grievance or interest arbitration, shall be deemed separate from the above services and shall be billed at Attorney's hourly rate of \$200.00 per hour. Attorney shall provide said legal services, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Contract, pay any retainer or amounts in excess of said retainer on time, and keep the law firm advised of any changes to Client's address, telephone number and whereabouts.

3. **DEPOSIT.** Attorney has advised that he will accept engagement to represent Client upon payment of a retainer in the monthly amount of Two Thousand Dollars (\$2,000.00) for December 1, 2022 through November 30, 2023, and Two-Thousand Dollars (\$2,000.00) per month for December 1, 2023 through November 30, 2024. Client permits Attorney to treat each aforementioned payment as an Advance Payment Retainer and Client authorizes Attorney to treat such payments as the law firm's property upon said payment and to deposit said retainer fees in the law firm's operating or business account. Client further understands and agrees that Attorney will provide to Client upon Client's request a statement of the services provided to Client and any expenses incurred in Client's behalf. Client agrees to pay any fees, costs and expenses not covered by the amounts deposited into the trust account upon receipt of a statement as set forth in paragraph 6, below.

4. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Attorney's prevailing rates, for time spent on Client's matter by Attorney's legal personnel. Attorney's current hourly rates are: All Attorneys: \$200.00, Paralegals/Law Clerks: \$75.00, Support Staff: \$60.00, with such charges billed in minimum units of .2 hours. These hourly rates may be increased periodically at the discretion of Attorney, and upon notice to the Client, and the applicable hourly billing rates are those in effect at the time that the services are

performed. If Client declines to pay any increased rates, Attorney has the right to withdraw as Client's attorney. Attorney and/or Paralegal will charge Client for the time spent relating to Client's matter, including but not limited to conferences, telephone calls, pretrial discovery, notes and/or instructions to other attorney or paralegal involved in the case, trial preparation, document drafting, correspondence, pleadings, depositions, negotiations, legal research, time spent in travel and court time. Attorney will charge for all other activities necessary to provide the agreed upon legal services to Client. No estimates have been given concerning the time necessary to perform any services. Client understands that any figures given, whether verbally or in writing, are estimates only, and are based solely on information known to Attorney at the time of the estimate. All estimates, written or oral, are supplied for information only and are not quotations of fees. All charges for services rendered are to be paid for as set forth in this Agreement, irrespective of their relationship to any estimates Attorney may have made or may make in the future.

5. COSTS. In addition to paying legal fees, Client shall reimburse Attorney for all costs and expenses incurred by Attorney for excluded matters.

6. STATEMENTS AND PAYMENTS. Attorney shall send Client monthly invoices for fees and costs incurred on excluded matters. The Client agrees to notify Attorney in writing within Ten (10) days of the date of statement of any objection to the statement. Client further agrees that unless Attorney is so notified of a dispute regarding the amount of the statement, Client understands that all sums shall be paid in full no later than 90 days after the legal services are rendered. If Client is unable to pay the entire amount when due, Client agrees that he/she will contact Attorney and arrange for payment.

7. DISCHARGE, WITHDRAWAL AND INDEMNIFICATION. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's misrepresentation of or failure to disclose to Attorney material facts, refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, regardless of the reason, all retainer payments received shall remain with the Attorney and unpaid charges shall become immediately due and payable if said billable amounts exceed those retainer payments received. After Attorney's services conclude, and upon payment in full, Attorney will, upon Client's request, deliver Client's file to Client.

8. DISPUTE RESOLUTION. If any dispute arises between Client and Attorney with regard to any matter covered by this Agreement, Attorney and Client agree that each will negotiate and attempt to resolve the dispute with the other in an amicable fashion.

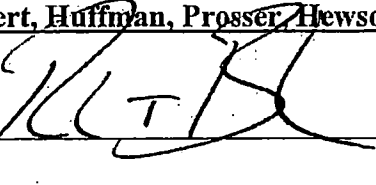
9. CLIENT FILES/PERMISSION TO DESTROY. In the course of Attorney's representation of Client, Attorney is likely to come into possession of copies or originals of documents or other materials belonging to Client or others (collectively, "materials"). Once the particular matter to which those materials relate has been concluded, Attorney will have no further responsibility to maintain such materials. If Client has not sought the return of such materials within five years of the closing of the matter to which such materials relate, Attorney will then have the right to destroy such materials.

10. DISCLAIMER OF GUARANTY. Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

11. EFFECTIVE DATE OF CONTRACT. This Contract will take effect when Client performs the conditions stated in Paragraphs 1 and 3, but is retroactively effective to the December 1, 2022. The date at the beginning of the Contract is for reference only. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

Gilbert, Huffman, Prosser, Hewson & Barke, Ltd.

BY: _____



Franklin County Board

BY: _____

