



Timothy C. Cavazza

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April 20, 2015

Mayor Jorge Elorza
Providence City Hall
25 Dorrance Street
Providence, RI 02903

RE: Legal Representation

Dear Mayor Elorza:

Thank you for selecting this firm to represent the City of Providence in its negotiations with its firefighters' union and related litigation. This letter will confirm our discussion with you regarding our engagement and describe the basis on which our firm will provide legal services to you.

For your records, our EIN No. is [REDACTED]

Client.

Our client in this matter will be the City of Providence (the "City").

Scope of Engagement.

We have been engaged to represent the City in connection with negotiations with its firefighters' union and related litigation. Because we are not your general counsel, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter. In particular, our present engagement does not include responsibility for review of your insurance policies to determine the possibility of coverage for the claim asserted in this matter, for notification of your insurance carriers about the matter, or for advice to you about your disclosure obligations concerning the matter under the federal securities laws or any other applicable law.

Conflicts of Interest.

Based on the information we have received, it appears that Whelan, Corrente Kinder & Siket, LLP has no conflicts of interest that would prevent us from representing the City in these matters. If hereafter we become aware of an actual or potential conflict of interest, we will discuss this with you, and we will determine whether this will prevent the firm from continuing its representation.

Client Responsibilities.

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

Advice about Possible Outcomes.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the litigation or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Termination of Engagement.

The City may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the City of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the City through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the City. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the City's interests, and the City agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the City through the date of withdrawal. If permission for withdrawal is required by a court or arbitration panel, we will promptly request such permission, and the City agrees not to oppose our request.

Unless previously terminated, our representation of the City in this matter will terminate upon our sending you our final statement for services rendered in the matter.

File Retention and Destruction.

Upon the conclusion of our engagement (or earlier termination according to the foregoing provision), we promptly will return to you original records and documents you provided to us (or otherwise dispose of them if you so direct), reserving the right to retain copies for our files. We will also provide you originals or copies of documents we believe it is important for you to have or that you may reasonably request. Our firm's current document retention and destruction policy is to retain files for ten years, after which we may have the file destroyed, without further notice, in a manner that protects confidentiality, although once we have provided you the important documents we may either destroy the file or return it to you earlier than ten years. During the ten-year retention period, to the extent we have that information in our possession, we will honor reasonable requests from you for copies of papers from our file.

Post-Engagement Matters.

You are engaging the firm to provide legal services in connection with specific litigation. After the litigation concludes, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the litigation to provide additional advice on issues arising from the litigation, the firm has no continuing obligation to advise you with respect to future legal developments.

Fees.

The principal basis for computing our fees will be the amount of time spent on the matter by us multiplied by our individual hourly billing rates. We will charge the City of Providence a blended hourly rate of \$230.

Costs.

We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, and search and filing fees. We intend to keep these expenses to a minimum, and if we anticipate a substantial cost, we will discuss it in advance. Such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. We may need to retain investigators, consultants or experts to help us represent you. After we have spoken with you about our needs in this area, we will ask you to authorize us to retain any investigators, consultants, or experts necessary in our judgment to represent your interests in the litigation. Unless we agree otherwise, their fees and expenses generally will not be paid by us, but will be billed directly to you.

Estimates.

As we have discussed, the fees and costs relating to this litigation are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that the City's obligation to pay the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Payment of Statements.

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. Any amounts not paid within 45 days will incur a late charge at the monthly rate of 1 percent.

Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to us. Please call us if you have any questions.

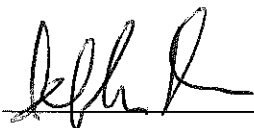
Sincerely yours,



Timothy C. Cavazza

AGREED TO AND ACCEPTED:

The City of Providence

By:  _____

Title: CITY SOLICITOR

Date: 4/22/15