

February 26, 2024

VIA Email: jgraven@olmstedfalls.org

Hon. James P. Graven, Mayor
City of Olmsted Falls
26100 Bagley Road
Olmsted Falls, Ohio 44138

Re: Engagement with Roetzel & Andress, LPA to provide legal services to the City of Olmsted Falls ("Client") in connection with advice regarding community reinvestment area tax abatement (the "Matter")

Dear Mayor Graven:

We are pleased that you wish to refer the City's legal Matter to this firm. It was a pleasure meeting with you, Economic Development Director Tom Jordan and Law Director Max Rieker.

The purpose of this letter is to communicate to you the terms relative to our performance of services on your behalf in connection with advice regarding community reinvestment area tax abatement Matter. We will take direction in this Matter from you, the City's Economic Development Director, and/or the Law Director. I will have primary responsibility for the services rendered for this Matter but may use other attorneys at the firm to most efficiently and expeditiously serve the City.

Fees for our services will be based on the actual time expended by each attorney working on your matter multiplied by each person's respective hourly billing rate in effect at the time. Fractions of hours are computed in periods of not less than one-tenth (1/10) of an hour. The hourly rate for shareholders (partners) such as me will be \$300.00. The hourly rate for associates will be \$240.00

We will also charge you for all disbursements made on your behalf including such items as copying charges, filing fees, travel mileage, messenger services, courier packages, and our legal research computer service, if needed. While we will pay for many of the costs incurred in your matter and bill you, our firm policy is that we cannot pay for costs of \$1,500.00 or above. Invoices for costs of \$1,500.00 or more will be forwarded to you for direct payment. I do not anticipate

any substantial disbursements requiring reimbursement. Bills for our services and disbursements will be sent on a monthly basis. Payment is due upon receipt of each bill.

It is difficult to precisely anticipate the amount of our time that will be required for this engagement and the amount of fees and disbursements that will be incurred. At any time during the course of our engagement, we welcome the opportunity to discuss with you the fees and expenses incurred or to be incurred and will try to minimize such amounts. Sometimes this will require the reassessment of your strategic goals and tactical methods. We are always prepared to reevaluate approaches, whether it be for cost reasons or otherwise. If you have any questions at any time about our bill or our services, please contact me. Typically, questions are easily resolved.

Either of us may terminate our engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event the engagement is terminated, we will take such steps as are reasonably practicable to protect the City's interests. Unless previously terminated, our representation will terminate upon our sending the City our final statement for services rendered. Following such termination, any otherwise non-public information the City has supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At the City's request, its papers and property will be returned. Our own files, including lawyer work product, pertaining to the matter will be retained by the firm. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

When this matter is concluded the firm has a file retention policy. If at the conclusion of this representation the City desires to retain the file rather than having it go to storage, please affirmatively notify us in writing of that choice at the time you execute the engagement letter or at the time that this matter is closed. At the closing of this matter, the file will be sent to storage and kept for a period consistent with the Roetzel & Andress file retention policy and thereafter it will be destroyed.

Should the City decide to retain our firm for additional services not specified in this letter, we will be pleased to provide such services under such terms as you and we may agree upon. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon the City's future rights and liabilities. Unless the City actually engages us after that time to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise the City with respect to future legal developments.

As a client, non-public confidential information the City provides us is kept confidential and protected from disclosure under the doctrine of attorney/client privilege. Under this doctrine, we have an ethical and legal obligation not to disclose, without the City's permission or as may be required by law, any confidential, non-public information the City provides us.

Mayor James Graven
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If the foregoing terms and conditions accurately summarize and confirm your understanding of our attorney-client engagement, please indicate the City's approval and acceptance by dating, signing, and returning this letter by email.

I look forward to serving you and working with you and your City team on this Matter.

Very truly yours,



R. Todd Hunt

cc: Max Rieker, Law Director

Accepted and agreed to:

James P. Graven, Mayor

Date: _____