

July 10, 2024

Mayor Daryl J. Kingston
9069 Brecksville Road
Brecksville, Ohio 44141

Subject: City of Brecksville, Ohio Engagement of Daniels & Rhodes LLC for Legal Services

Dear Mayor Kingston:

Daniels & Rhodes LLC (“we” or “DR”) is pleased to present this agreement to serve as counsel to the City of Brecksville, Ohio (the “City”). A written engagement agreement is recommended by professional ethics laws in Ohio. This letter serves as our engagement agreement and addresses our responsibilities to each other and outlines important matters for our attorney-client relationship.

Based on our discussions, we understand that our scope of services for the City will include the scope of services described below, together with any mutually agreed additional matters. Ultimately all work will be assigned by City representatives, and we will act in accordance with instructions from City representatives. From time to time it may be necessary to enter into supplemental engagement agreements for matters not anticipated by this agreement. We will, of course, discuss those with the City as the need arises.

Scope of Services

We understand that our scope of work will include representing the City in connection with its Valor Acres project and other development projects as requested by the City. Our services will include advising on various development matters and public-private partnership matters such as tax increment financing (TIF), community reinvestment areas (CRA), and other development incentive programs. Our work may include drafting and reviewing related development agreements, TIF agreements, school compensation agreements, implementing legislation and other related documents. Our work will also

include attending in person or virtual meetings with City representatives and other transaction participants and calls or meetings with other counsel.

Fees and Expenses

Our fees for our services will be based on the hourly rates of the attorneys providing services. For calendar year 2024, my rate is \$475 per hour. The rate for Keely Rhodes Daniels is \$350 per hour. Hourly rates are subject to adjustment annually, usually as of January 1. Our invoices are payable within 30 days of receipt by the City unless otherwise agreed. We will generally invoice such fees on a monthly basis. In addition to our fees, we will include expense reimbursements for any out-of-pocket expenses for delivery or messenger fees, filing fees, taxes, or other expenses that we incur with the City's advance approval.

Conflicts of Interest

We have relationships with a number of public bodies, commercial banks, bond underwriters, bond purchasers, financial market participants and real estate developers, with many of those relationships involving development lending, public financing, development incentives and public/private partnership transactions that are the subject matter of our discussions and representations with the City. We believe, and trust you concur, that these discussions and representations do not create a conflict of interest where the City is not involved in the transaction. We will seek appropriate conflict waivers from the City prior to commencing any engagements with clients in transactions where we would be directly adverse to the City. Any such waivers would be in the City's sole discretion.

Disclosure of City Name and Projects

We are proud to serve as the City's legal counsel and would like to share that information, together with descriptions of representative work and projects, with other clients and prospective clients. The City agrees to these uses under this agreement. We may also prepare marketing materials that include the City's name and our role in projects. We will obtain the City's consent prior to any such use.

Termination

The City may terminate this agreement at any time by written notice setting forth the desired termination date. Upon such termination, we will cease to render services to the City as soon as allowed by applicable law and ethical and/or court rules. We will cooperate with the City and any new counsel retained by the City to transition matters to such new counsel. We will be paid for fees and expenses accrued or incurred through the effective date of the termination, plus fees and expenses related to the transition to new counsel. If the City terminates this agreement, it agrees that it will not use DR's prior engagement of the City to disqualify DR from work on other matters or projects where DR did not previously represent the City.

We may terminate this engagement upon thirty days written notice to the City. Upon such termination, we will cooperate with the City and any new counsel retained by the City to transition matters to such new counsel. We will be paid for fees and expenses accrued or incurred through the effective date of termination.

Severability

In the event that any provision or part of this agreement should be unenforceable, the remainder of this agreement shall remain in force and shall be enforced in accordance with its terms.

Acceptance of Engagement

If these matters are acceptable, please have this letter signed on behalf of the City and return it to me. If you have any questions or concerns, please call me. You should also feel free to consult with independent counsel before signing this engagement agreement. We thank you for and truly appreciate the opportunity to represent the City.

Very Truly Yours,

Daniels & Rhodes LLC

A handwritten signature in black ink, appearing to read 'GD', with a large, stylized flourish extending from the bottom left.

Greg Daniels, Member

City of Brecksville, Ohio
July 10, 2024

Copy: Laura Starosta, Director of Finance
Dave Matty, Law Director

Accepted and Agreed:

City of Brecksville, Ohio

Name:

Title:

City of Brecksville, Ohio
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