

SPECIAL LEGAL COUNSEL AGREEMENT

This Contract is made and entered into by and between Taft Stettinius & Hollister LLP (hereinafter "Contractor"), 425 Walnut Street, Suite 1800, Cincinnati, Ohio, 45202, and the Columbus City Attorney's Office (hereinafter "City").

WITNESSETH

WHEREAS, the Columbus City Attorney's Office is in need of special legal counsel to provide legal services relative to issues pertaining to legal issues related to the Department of Public Utilities' PFAS Action Plan development as set forth in the Scope of Services below; and

WHEREAS, the law firm of Taft Stettinius & Hollister LLP has agreed to provide such legal services;

WHEREAS, in exchange for said services, the City shall pay the Contractor a blended rate of **\$250.00/hour**;

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract and the corresponding Taft Engagement Letter between the City and Contractor, dated January 18, 2023 (the "Engagement Letter"), sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract and Engagement Letter, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. For the avoidance of doubt, should there be any conflict between the terms of this Contract and the Engagement Letter, the terms of this Contract shall govern.

1. Contract Term

The term of this Contract is from date of last execution until such time as the need for outside legal counsel concludes or the parties mutually agree to terminate this Contract.

2. Scope of Services

In exchange for the monies paid by the City pursuant to this Contract, the Contractor agrees to act as special legal counsel for the following purposes:

- A. Counsel shall provide legal services that may include research, advice, memoranda, and other work as may be assigned by the City Attorney in connection with legal issues related

to the Department of Public Utilities' PFAS Action Plan development. These tasks may include but are not limited to:

- a. Advise on the identification of potential sources of PFAS contamination to the City's water system and associated liability.
- b. Review and advise on permits, insurance, liabilities, and contract and bid language.
- c. Develop internal and external communication strategies to assure regulatory compliance and mitigate liability risks.
- d. Plan for and react to regulatory changes including, but not limited to, changes in: the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Resources Conservation and Recovery Act (42 U.S.C. §6901 et. seq.), Safe Drinking Water Act (42 U.S.C. §3000(f) et. seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Clean Air Act (42 U.S.C. §7401 et. seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Clean Water Act (33 U.S.C. §1311, et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §11001, et seq.) and any state or local equivalents.

3. Compensation and Maximum Obligation

Contractor shall receive a blended rate of **two hundred fifty dollars (\$250.00)** per hour for said services after the submittal of detailed invoices documenting the work performed. The maximum amount to be paid under this Contract shall not exceed \$20,000.00 without prior approval of Columbus City Council.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause, which section is incorporated herein by reference.

5. Taxes

Withholding City Income Taxes

Pursuant to Section 362.30 of the Columbus City Code, the Contractor hereby further agrees to withhold and remit all city income taxes due or payable under the provisions of Chapter 362, Columbus City Code, for qualifying wages, earned or deemed to be received by its employees and further agrees that any of its subcontractors shall be required to agree to withhold and remit any such city income taxes due under said chapter for services performed under this Contract.

Federal or State Taxes

Federal or State taxes are not to be included on invoices for the described services. The City will provide an exemption certificate upon request.

6. City's Contract Administrator

Sarah Harrell, Assistant General Counsel in the City Attorney's Office, has been designated to serve as the Contract Administrator for this Contract and will provide administrative oversight of the activities conducted hereunder. Sarah Harrell will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an independent contractor with respect to all services performed hereunder and it agrees to and does hereby accept full and exclusive liability of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or person employed by the Contractor for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

The Contractor understands and agrees that this Contract in no way establishes an employer/employee relationship between it and the City, nor will the Agreement now or in the future entitle the Contractor or its employees to claim an employer/employee relationship with the City for any purpose whatsoever.

8. Contract Administration

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective if any only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

To City at:

Sarah Harrell
Assistant General Counsel
Columbus City Attorney's Office
77 North Front Street, 4th Floor
Columbus, Ohio 43215

To Contractor at: Erica M. Spitzig, Esq.
Taft Stettinius & Hollister, LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202

9. Conflict of Interest

No officer or employee of the City of Columbus, Department of Law or its designees or agents, and no other public official who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement.

Any such person, who prior to the execution of this Contract, acquires any such incompatible or conflicting personal interest, or after the effective date of this Contract involuntarily or voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his/her interest to the City in writing. Thereafter, he/she shall not participate in any action affecting the work under this Contract, unless the City determines that in light of the personal interest disclosed, his/her participation in any such action would not be contrary to the public interest.

10. Applicable law, Remedies

This Contract shall be governed in accordance with the laws of the State of Ohio and the City of Columbus. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

11. Contract Termination; Termination for Default

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of a proposed correction to such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to termination shall be at the sole discretion of the aggrieved party. If it is determined for any reason the failure to perform is without the defaulting party's control, fault or negligence, the termination shall be deemed to be a Termination for Convenience. This section shall not apply to any failure to perform that result from the willful or negligent acts or omissions of the aggrieved party.

12. Termination for Convenience

When it is in the best interests of the City, the City may terminate this Contract, in whole or in part, by providing 14 calendar days or other appropriate length of time written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services performed prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

13. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

14. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

15. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices, discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense in context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

16. Review of Contractor's Records

The Contractor shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract and shall retain all such records as required by law. Records involving matters in litigation related to this Contract shall be kept as required by law including appeals. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying or audit by personnel so authorized by the City's Contract Administrator and/or the City Auditor and state or federal officials so authorized by law, rule, regulation or contract, when applicable. During the term of this Contract, access to these items will be provided within Franklin County. During the required time period delivery of and access to these items will be at no cost to the City. It is agreed that books, records, documents and other evidence of accounting procedures and practices related to the Contractor's cost structure, to include overhead, general and administrative expenses, and profit factors shall be excluded from the City's review unless the cost, or any

other material issue under this Contract, is calculated or derived from these factors.

17. Force Majeure

Neither party will be liable for failure to perform its obligations hereunder if such failure results from force majeure, act of God, refusal of any license or consent of any act of any national, federal, state or local governmental authority or any department, agency or representative thereof, fire, explosion, accident, industrial dispute, act of war, riot, epidemic or other natural disaster or anything beyond either party's reasonable control.

18. Severability

If any term or condition of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

19. Waiver

Waiver of any breach, term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

20. Contractor's Proprietary Information

The Contractor acknowledges that the City is subject to R.C. 149.43, the Ohio Public Records Law, and that this Contract shall be considered a public record as defined in this statute.

21. Assignment

This Contract may not be assigned or otherwise transferred to other by the Contractor without the prior written consent of the City.

22. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

23. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.


24. Wage Theft Prevention and Enforcement

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Codes Chapter 377, Wage Theft Prevention and Enforcement, which chapter is incorporated herein by reference.


IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

Taft Stettinius & Hollister, LLP
425 Walnut Street, Suite 1800
Columbus, Ohio 43215

Columbus City Attorney
77 North Front Street, 4th Floor
Columbus, Ohio 43215

By: 

Erica M. Spitzig
Partner

By: 

Zach Klein
City Attorney

January 18, 2023

Date

January 20, 2023

Date

Federal ID No.: 31 - 0541755