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January 18, 2023

**VIA E-MAIL**

The City of Columbus  
Attn: Sarah Harrell  
77 N. Front Street  
Columbus, OH 43215  
STBloomAnderson@columbus.gov

**Re: Engagement Letter Terms and Conditions**

Dear Ms. Harrell:

Thank you for selecting Taft Stettinius & Hollister LLP ("Taft") to represent you. 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, which engagement shall be subject to the terms set forth herein and in the Special Legal Counsel Agreement entered by and between Taft and the Columbus City Attorney's Office ("Contract") related to this matter. For the avoidance of doubt, should there be any conflict between the terms of this engagement letter and the Contract, the Contract shall govern.

**Client.** Our client in this matter will be City of Columbus, Ohio (the "City" or "you").

**Scope of Engagement.** We have agreed that we will represent the City in developing a PFAS response plan for the Department of Utilities.

Our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or your disclosure obligations under such laws, and we understand that you will not, without our prior written consent, include documents or information we provide to you in any filings with federal or state securities regulators, including the SEC.

Our engagement does not include any advice or other legal services relating to federal or state tax laws. No communication or advice given during the course of this

engagement is intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code, or any state's revenue laws or (2) promoting, marketing or recommending to another party any transaction or matter addressed in the course of this engagement.

**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.

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire, are acquired by, or merge with another company, you agree to provide us with sufficient notice to permit us to withdraw as your lawyer if we determine that such affiliation, acquisition, or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition, or merger, or if we determine that it is not in the best interests of the firm to represent the new entity.

**Fees.** The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. The billing rate for all attorneys, paralegals, and other non-attorney professionals working on this matter is \$250/hour. **The agreed budget for this representation is not to exceed \$20,000 unless approval is granted by the City for additional work.**

**Costs.** We will include on our statements separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, telephone conferencing and fax charges, and search and filing fees. You also agree to pay the charges for copying documents for retention in our files.

**Estimates.** The fees and costs relating to this engagement are not predictable. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs.

**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. If any statement remains unpaid for more than 30 days, we may suspend performing services for you until arrangements

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satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. We reserve the right to impose a carrying charge of 1% per month on any amounts unpaid for more than 30 days.

**Trust Deposits.** All trust deposits we receive from you, will be placed in a trust account for your benefit. Normally, pursuant to court rule, your deposit will be placed in a pooled account, and the interest earned on the pooled account will be payable to a charitable foundation. Other trust deposits will also be placed in the pooled account unless you request a segregated account.

**Conflicts of Interest.** To the extent the City of Columbus was listed as an adverse party in our conflict check system, we have confirmed no conflict regarding this engagement.

In part because of the number of clients that Taft represents and the complexity of the matters in which we become involved, from time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include, e.g., conflict of interest issues, and could even include issues raised because of a dispute between us and you over the handling of a matter. Under normal circumstances when such issues arise we would seek the advice of our General Counsel, who is a partner in this firm and who is an expert in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and the counsel for the firm. In recent years, however, there have been judicial decisions indicating that under some circumstances such conversations involve a conflict of interest between the client and the client's firm and that such consultation with firm's counsel may not be privileged, unless the firm either withdraws from the representation of the client or obtains the client's consent to consult with counsel.

We believe that it is in our clients' interest, as well as Taft interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the City, you agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with either Taft internal counsel or, if we choose, outside counsel, we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that Taft may have to protect the confidentiality of our communications with counsel.

**Advice about Possible Outcomes.** Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the legal issues 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.

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**Termination of Engagement.** This representation will conclude when we have completed and sent to you a final fee statement.

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 in any pending matters, 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.

**Conclusion of Representation; Retention and Disposition of Documents.** If our representation is terminated, at your request, your papers and property will be returned to you upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. 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 unnecessary 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.

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 me so that we may begin work.

Please call me if you have any questions.

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Sincerely,

Taft Stettinius & Hollister LLP



Erica M. Spitzig

AGREED TO AND ACCEPTED BY:

By:  \_\_\_\_\_

Printed Name:       Zach Klein      

Title:       City Attorney      

Date:       1/24/2023      

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