

CHRIS L. CONNELLY  
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April 23, 2021

## VIA ELECTRONIC MAIL

Douglas A. Spencer, Commissioner  
Auglaize County Commissioners  
209 South Blackhoof Street, Room 201  
Wapakoneta, OH 45895

Beth Seibert, Commissioner  
Allen County Commissioners  
204 N. Main Street, Suite 301  
Lima, OH 45801

Jackie Place, Board President  
Apollo Career Center  
3325 Shawnee Road  
Lima, OH 45806

Kenny Gross, Board President  
Lima Shawnee Local School District  
3255 Zurmehly Road  
Lima, OH 45806

Joshua Little, President  
Wapakoneta City School District  
1102 Gardenia Drive  
Wapakoneta, OH 45895

Re: Engagement letter for legal services related to the economic effect of  
proposed solar farms in Auglaize County and Allen County, Ohio

Dear Doug, Beth, Jackie, Kenny and Joshua:

Thank you for retaining Taft Stettinius & Hollister LLP (the "Firm") to collectively represent Auglaize County, Ohio ("Auglaize"), Allen County, Ohio ("Allen"), the Apollo Career Center ("Apollo"), the Lima Shawnee Local School District ("Lima Shawnee") and the Wapakoneta City School District ("Wapakoneta," with Auglaize, Allen, Apollo, Lima Shawnee and Wapakoneta collectively referred to herein as the "Group") in the above-referenced matters and such other matters as we may mutually agree for the Firm to work upon from time to time. This letter will confirm the financial aspects of our representation. Our experience has taught us that our clients appreciate a clear understanding of our fees.

Our regular billing practice involves the maintenance of a detailed record of the time spent on legal matters by each professional in the office. Each attorney and legal

assistant (“paralegal”) has a specified hourly billing rate or range of rates. Our fees for most services are calculated on the basis of the recorded time spent (multiplied by the respective billing rates in effect at the time the services are rendered). I will be primarily responsible for handling the work done on this matter. Hourly billing rates for other attorneys in the Firm who may work on your matter currently range from \$160 to \$690. Billing rates are subject to adjustment from time to time. We make every effort to keep our charges as reasonable as possible and to act in a cost-conscious manner. To achieve this, we allocate legal tasks to those in our office whose skills are most appropriate to accomplish those tasks with greatest efficiency. Toward this end, we often assign tasks to paralegals who work under attorney supervision at lower billing rates. My regular 2021 hourly rate is \$530 per hour. As we have discussed, we will bill the Group using a 25% discount on all of our hourly rates. In addition, we will place a cap on our total fees of \$16,000. While our billings will apply to the entirety of the Group, we understand that Auglaize will be responsible for paying our bills, and the other Group members will share in those costs pursuant to a Memorandum of Understanding executed among the Group (the “MOU”).

The Group will be billed through Auglaize periodically, generally monthly, for legal services rendered. These statements will include charges for certain items including, but not limited to, long distance telephone, telecopier, parking and local transportation, travel (including airfare, lodging and ground transportation), computer research, working meals, messenger services, photocopying, filing fees and staff overtime when required by you or the matter’s timing. Our statements are payable upon receipt, and you agree that should any of our bills be unpaid for any reason, we shall have the right to withdraw from representation of the Group at our option, without liability for withdrawal. Our engagement is also subject to the following agreements.

1. Confidential Communications

- a. There are many different methods that we may use to communicate with the Group, including cell phones and land lines, email, SMS, voice messaging, facsimile, etc., all of which promote efficiency and timely responses. By executing this letter agreement, the Group consents to the use of these types of communications. As you know, many of these systems may not be as secure as face-to-face meetings or the mailing of hard copies of documents. If the Group wishes to communicate with the Firm only via traditional means (such as letters sent via U.S. Mail or telephone land lines), please advise us of that request in writing and we will accommodate you.
- b. Regardless of the type of method used, communications between our Firm and the Group are confidential. These communications may be subject to attorney/client privilege which means that neither the Group nor anyone from our Firm may be called to testify about the nature and subject matter of our communications; however, the privilege can be lost if you

share the communications with a third-party. In the event the Group believes these communications should be shared, please consult the Firm so that we can collectively determine what information should be provided to the third-party, as well as when and how it should be provided. As an example, if the Group forwards a privileged email communication from the Firm to a third-party, the privilege may be lost.

2. Joint Representation Conflict Waiver. As we discussed, each of you could choose to be represented by separate counsel in this matter. You have advised us that there are considerations of cost, as well as strategic advantages for each of you in joint representation, and that you would like to proceed in this manner. You have also advised us that you have agreed on all material issues concerning this matter.

You acknowledge and agree that, despite your current consensus on all material issues, you have differing interests that may create a conflict of interest between members of your group. You further agree that if a conflict of interest arises, we may withdraw from the representation of one or more of you as we deem necessary to resolve the conflict. In that event, you agree that we may continue to represent the others, even if we take positions adverse to your interests in any subsequent negotiation or proceeding relating to this matter.

3. Shared Information. As we discussed, one of the consequences of joint representation of multiple clients by a single lawyer or law firm is the sharing of confidential information concerning the subject matter of the joint representation. You acknowledge and agree that communications between the firm and any or all of you relating to this matter will be treated as confidential and will not be disclosed outside your group without your informed consent or as otherwise permitted by the applicable rules of professional conduct or other law. You also acknowledge and agree that any material communications or information that we receive concerning this matter, including communications from any one of you, will be shared with each of you as we consider appropriate. You further acknowledge and agree that if a dispute arises between or among one or more of you, and we no longer represent you in this matter, as the result of a conflict of interest or otherwise, we may nevertheless use any confidential information we have concerning this matter adversely to you or to the advantage of those we continue to represent in any subsequent action relating to this matter.

In addition, the Group members acknowledge and agree that Auglaize shall provide all information and work product provided by the Firm to the other parties under the MOU. Notwithstanding any other provision of this agreement, the attorney client privilege applies to all members of the Group. All parties are seeking legal advice and consultations with the Firm with the understanding that Auglaize will be the party to facilitate conversations with the Firm. The parties shall work collectively to direct the work and analysis of the Firm in order to



ensure that questions or concerns of all Group members are addressed by the Firm.

4. Employment of Additional Professionals. If the Firm deems it necessary to employ additional professionals with specialized skills and, after consultation with the Group, the Group deems it appropriate to do so, additional professionals may be employed by the Firm. In such event, where appropriate, the Firm will employ such professionals in the name of the Group. Notwithstanding the form of employment of the professional, however, the Group is obligated to pay the fees of the professional in full, upon the rendering of a statement. The Firm reserves the right to request and obtain an additional retainer to defray the fees and expenses of additional professionals employed in connection with a Group matter. All fees and expenses of additional professionals shall be subject to the security provisions, interest provisions and other applicable provisions of this Policy Statement on Billing Practices.
5. Withdrawal from Representation. This agreement provides that the Group must fully cooperate with the Firm in a number of respects, including timely payment of billings. If the Firm does not receive the full cooperation of the Group or billings are not paid on a timely basis, or if we determine that an actual or potential conflict of interest may exist in the future with respect to ongoing representation of the Group, we reserve the right to withdraw from representing the Group or any of its members from all matters in which the Group has retained the Firm.

Any of you may withdraw from this joint representation at any time for any reason, upon written notice to the firm and the others in the Group. You acknowledge and agree, however, that: (1) you will remain responsible for your share of the firm's fees and expenses incurred through the date on which notice is received by the firm; (2) you will be responsible for retaining and paying for separate legal representation; and (3) we may continue to represent others in the group consistent with the provisions of this letter, even if we take positions adverse to your interests in any subsequent negotiation or proceeding relating to this matter.

### **PRIVACY POLICY NOTICE**

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with legal services and advice, we receive personal financial information from our clients. If you are a client of the Firm, you should know that all information that we receive from you is held in confidence, and is not

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released to people outside the Firm, except as agreed to by you, or as required under an applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards and obligations.

Please do not hesitate to contact me with any questions you may have concerning these policies and procedures. In addition, I will be responsible for reviewing and issuing your monthly statements and will be prepared to answer any questions you may have about them.


If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your acceptance by executing the enclosed copy of this letter in the space provided below and returning it to me in the self-addressed enclosed envelope.

We are very pleased to have this opportunity to serve you.

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Very truly yours,

ACKNOWLEDGED AND ACCEPTED:

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AUGLAIZE COUNTY COMMISSIONERS

Chris L. Connelly

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

ALLEN COUNTY COMMISSIONERS

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

APOLLO CAREER CENTER

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

LIMA SHAWNEE LOCAL SCHOOL DISTRICT

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

WAPAKONETA CITY SCHOOL DISTRICT

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