

**ORDINANCE NO. 65-24**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT THE SCOPE OF SERVICES AS SET FORTH IN THE ENGAGEMENT LETTER FROM MCDONALD HOPKINS, LLC, AS IT PERTAINS TO LEGAL SERVICES PERTAINING TO BOND COUNSEL MATTERS RELATED TO THE COURTHOUSE IMPROVEMENT PROJECT.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That Council hereby authorizes the Mayor to accept the Scope of Services as set forth in the Engagement Letter from McDonald Hopkins, LLC, as it pertains to legal services pertaining to bond counsel matters related to the Courthouse Improvement Project.
- SEC. 2:** That a copy of the Engagement Letter is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** March 25, 2024

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** March 26, 2024

**SIGNED:** Dennis Hanwell  
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 65-24 ADOPTED BY SAID COUNCIL ON March 25, 2024

Kathy Patton  
CLERK OF COUNCIL

# McDonald Hopkins

A business advisory and advocacy law firm®

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ORD. 6524  
EKH. A

February 26, 2024

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VIA Electronic Mail: [kdirham@medinaoh.org](mailto:kdirham@medinaoh.org)  
Name: Keith Dirham, Director of Finance  
City of Medina, Ohio

## **Re: Engagement of McDonald Hopkins LLC**

Dear Keith:

McDonald Hopkins LLC (“MH”) is very excited to assist the City of Medina (“City”) as bond counsel with respect to financing and general related matters in connection with its courthouse improvement project. MH believes that an effective and successful attorney-client relationship is built on a mutual understanding of how we will work together with you to accomplish your objectives. MH customarily prepares an engagement letter using this format to memorialize our agreement concerning the identity of the client and the terms, scope, and nature of services MH will provide.

If you have any questions concerning this letter now or at any time during the engagement, do not hesitate to contact me. MH endeavors to provide quality services and we view quality communications as a key ingredient.

### **Identity of Client and Scope of Representation**

MH’s client for purposes of this letter will be the City. The City is retaining MH to provide legal services pertaining to bond counsel matters including financing matters for its courthouse improvement project and advice and proceedings related thereto as requested from time to time. (collectively, the “Engagement”).

### **Legal Fees and Staffing**

Amanda E. Gordon will be the lead attorney and contact for the Engagement. If necessary for a particular project, we form a team of attorneys to provide efficient, cost-effective services by involving attorneys and legal assistants with the experience appropriate to the task at hand.

MH will charge fees based typically on an agreed-upon, flat-fee basis payable upon completion of each financing matter. For advice and services outside the financing itself and not otherwise included within the financing, we will charge fees at the hourly rates of the attorneys involved (not to exceed \$450/hour) which will be billed on a monthly basis, all as mutually agreed to by the parties prior to the commencement of those legal services. Out of pocket charges and expenses that MH

incurs on your behalf will be passed on to you, and for flat-fee financings, will be included in the flat-fee figure. These charges may include messenger and delivery charges, filing fees, and the like. Travel expenses and copy charges will not be included.

### **Electronic Communication**

MH communicates with clients by electronic and other means that are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because they do not ensure the confidentiality of their contents. If you are concerned about our use of any one or more of these forms of communication, please let me know immediately.

### **Billing**

MH will bill upon completion of each financing matter or at another mutually agreeable interval as described above. MH often sends a monthly statement of account, itemizing amounts outstanding as of the date the statement is prepared.

### **Payment**

All invoices are due upon receipt, unless you make other arrangements with MH. MH reserves the right to withdraw as counsel if you fail to pay invoices in a timely manner.

### **Client Responsibilities**

By agreeing to the Engagement, you agree to cooperate fully with MH and to promptly provide all information known or available to you relevant to the Engagement. You will make available appropriate officials to attend meetings, conferences, hearings, and other proceedings on reasonable notice, and will stay fully informed on all developments relating to the Engagement.

### **Term of Engagement**

You or MH may terminate the Engagement at any time for any reason by written notice, subject to applicable Rules of Professional Conduct (the "RPC"). If MH terminates the Engagement, it will take such steps as are reasonably practical to protect your interests and, if you request, MH will suggest possible successor counsel and provide such counsel with whatever papers you have provided to us, upon payment of all outstanding invoices. If a court requires permission for withdrawal, MH will apply promptly for such permission and assist you as you desire to engage successor counsel.

Unless previously terminated, the Engagement will terminate when MH sends you the final invoice for services. During the Engagement and thereafter, MH will keep confidential any otherwise nonpublic information you have supplied in accordance with the RPC. At your request, MH will return your papers and property upon payment of all outstanding invoices. MH will retain its own files, including lawyer work product. MH will transfer any documents it retains to the person responsible for administering its records retention program. In order to minimize unnecessary storage costs, MH reserves the right to destroy or otherwise dispose of any such documents or other materials in accordance with MH's retention policy or as we otherwise agree.

After the Engagement ends, applicable laws or regulations may change in a manner that could impact your future rights and liabilities. Unless you actually engage MH to provide additional advice, MH has no continuing obligation to advise you with respect to future legal or other developments.

### **Conflicts**

Before preparing this engagement letter, MH conducted an internal check of our records to determine whether a conflict might exist with one or more existing clients. Under the RPC, MH must have undivided loyalty to its clients. This requirement means that a lawyer must refuse to accept or continue employment if the interests of another client may impair the lawyer's independent professional judgment. In this regard, MH represents many other entities, companies and individuals. It is possible that during the Engagement, some of our present or future clients may have disputes or transactions with you. As a result of these disputes or transactions, conflicts of interest may arise, and when they do, MH will address them with you in a manner consistent with the RPC.

When MH is not permitted to represent another client in a matter under the RPC, MH will not do so. When MH is permitted by the RPC to seek a waiver from you, MH may do so. For circumstances in which MH is granted the waiver, MH may represent the other client. MH will protect, however, your confidential information or documents entrusted to MH as required by the RPC.

### **Identification Number**

MH's tax identification number is 34-1059058.

### **In Closing**

If you are in agreement with the above terms of our engagement, please print this letter, sign and date this letter on its last page, and return it to me. We sincerely appreciate the opportunity to work with you and we welcome any questions you may have now, or throughout the engagement. As we noted at the outset, we view communications as a key ingredient to a successful attorney client relationship.

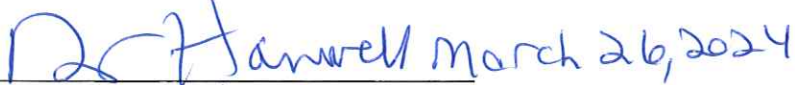
Thank you for this opportunity to work with you.  
Sincerely,

MCDONALD HOPKINS LLC

Amanda E. Gordon

### **ENGAGEMENT LETTER AGREED TO AND ACCEPTED:**

THE CITY OF MEDINA, OHIO

By:  March 26, 2024  
Name Dennis Hanwell, Mayor