

# RESOLUTION NO. 062-2022

*Taft Advisors Strategic Services and Advice Agreement*

**Cuyahoga** County, Ohio

**Be it Resolved** by the Township Trustees of Olmsted Township, that

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Olmsted Township, State of Ohio, that: The Board of Trustees hereby execute the attached Agreement with Taft Advisors (Taft, Stettinius & Hollister LLP) Agreement for strategic services and advice effective June 22, 2022. Said Agreement is marked as Exhibit A herewith as though written completely into this resolution, and

**BE IT FURTHER RESOLVED;** that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 22<sup>nd</sup> day of June, 2022

Attest: Brian M. Gafford  
Township Fiscal Officer

James M. Kern  
John J. Kuehne  
Robert J. Gafford  
Township Trustees

**Galen Schuerlein**  
216.706.3932  
GSchuerlein@taftlaw.com

June 15, 2022

**VIA E-MAIL**

Jeanene Kress  
Trustee  
26900 Cook Road  
Olmsted Township, OH 44138

**Re: Communications Support**

Dear Ms. Kress:

Thank you for retaining me and Taft Advisors (“Taft” or “we”) to represent you. This letter will confirm our discussion with you regarding our engagement and describe the basis on which we will provide strategic services to you.

**Client.** Olmsted Township will be our client in this engagement.

You agree that this engagement for strategic services and advice will not create a lawyer-client relationship with you and Taft Advisors or Taft, Stettinius & Hollister LLP. Accordingly, representation of the Township in this matter will not give rise to any conflict of interest in the event other clients of the Taft law firm are adverse to Olmsted Township.

**Scope of Engagement.** We have agreed that we will represent the Township in providing communications support for pending and potential legal matters. You may expand the scope of this engagement so long as we agree to take on expanded work.

**Client Responsibilities.** The Township agrees to pay our statements for services and expenses as provided below. In addition, the Township agrees 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, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-

**VIA E-MAIL**

Trustee Kress  
June 15, 2022  
Page 2

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 work on your behalf or on behalf of the Township, we will contact you at the latest business address we have received from you.

**Fees.** The principal basis for computing our fees will be the amount of time spent on the matter by the members or employees of Taft Advisors multiplied by their individual hourly billing rates. For this communication support engagement, my standard rate is discounted to \$250 per hour. Our standard rates are reviewed periodically, usually annually, and are subject to change during the course of this engagement.

**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. Accordingly, we have made no commitment to you concerning the maximum fees and costs which you may incur. Any estimate or prediction or discussion of potential fees and costs represents only an estimate of such fees and costs and is not a promise or guarantee about the fees or costs for this engagement.

**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 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.

**Advice about Possible Outcomes.** Either at the commencement or during the course of our work, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement is intended to be an expression of opinion only, based on information available to us at the time, and can not be construed by you as a promise or guarantee.

**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. We will retain our own files pertaining to the matter which might include, for example, administrative records, time and expense reports,

---

**VIA E-MAIL**

Trustee Kress  
June 15, 2022  
Page 3

personnel and staffing materials, and credit and accounting records; and internal work product such as drafts, notes, internal memoranda, and research, including investigative reports, prepared by or for our internal use. All such documents retained by us 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.

Very truly yours,



Galen Schuerlein

GS:lu

AGREED TO AND ACCEPTED:

Jeanene Kress, Olmsted Township Trustee

By: Jeanene M. Kress, Trustee  
Title: TRUSTEE

Date: 06/15/2022