



The Montrose Group, LLC

At your request, The Montrose Law Firm, LLC (“Montrose Law”) is pleased to present the City of Lorain (“Lorain” or the “City”) with a professional services agreement for economic development and public policy consulting services (“this Agreement”). Montrose Law looks forward to working with you and will do our best to provide quality consulting services in a responsive, efficient manner. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing consulting services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Work. Economic Development Advisor. Montrose Law will provide general economic development advice to Lorain based upon a scope of services strategy coordinated with the economic development leadership of Lorain. These services could include:

- *Economic Development Incentive Analysis*- Montrose Law may develop a benchmarking economic development matrix outlining the array of state of Ohio and local economic development incentives that Lorain may use including how economic development incentives are used by Lorain and other communities in Northern Ohio.
- *Return on Investment Analysis*. Montrose Law may review economic development incentive requests and develop a Return on Investment (ROI) analysis for each potential economic development incentive. Montrose Law may advise Lorain on the specific economic development incentive request that should be proposed to private sector partners considering Lorain for an economic development project.
- *Pellet Terminal Redevelopment*. Montrose Law may assist Lorain in the recruitment of qualified developers to invest in the Lake Erie-Black River redevelopment project at the former Pellet Terminal site.
- *Industrial, Office, Workforce and Housing Strategy*. Montrose Law may assist Lorain to develop industrial, workforce, office and housing development strategies focused on the redevelopment and greenfield development sites across the city.
- *Corporate Site Location*. Montrose Law may assist in negotiating economic development incentives for companies considering Lorain for an economic development project, and Montrose Law may represent Lorain with JobsOhio regarding corporate site location projects.
- *Lorain City Hall Redevelopment*. Montrose Law may develop a highest and best-use strategy for the redevelopment of the Lorain City Hall property.

Project Financing. Montrose Law will work with Lorain’s economic development leadership to define the uses for state and federal economic development through a project finance lobbying planning session to connect the sources of state and federal funding to the uses that are the highest priorities for Lorain. Montrose Law will work with Lorain’s economic development leadership to understand the uses for state and federal economic development funding through a project finance lobbying planning session. Montrose Law will lobby for Lorain and advocate for state and federal government funding opportunities that may include requests for state of Ohio Capital Budget Legislation Community Project requests, specific program funding requests from the state of JobsOhio, Ohio Department of Development, Ohio Department of Natural Resources, Ohio Department of Transportation and other state government agencies as well as for federal budget Congressionally Directed Spending aka federal budget earmark requests.



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Professional Undertaking. Dave Robinson, Managing Partner, Matt McCollister, Senior Director of Economic Development, Nate Green, Managing Director of Economic Development, and Tim Biggam, Director of Government Relations, will have primary responsibility for this project. Other professionals may be added to the assignment. As Montrose Law is a consulting firm, this representation will not include any legal services. We understand that our representation will be of the City as an entity and not of its individual members, managers, or officers. We will look solely to you for instructions regarding both the consulting services to be performed and the resolution of any issues that may arise in the course of such services.

Confidentiality. Montrose Law acknowledges that all Work Product, including developed ideas, concepts, know-how, knowledge, techniques, tools, approaches, and methodologies which may be reflected in any presentations, reports, or other deliverables, provided by Montrose Law in connection with this agreement, including all work-in-progress are confidential and proprietary to the City and may be disclosed only with the express permission of the City. Montrose Law agrees that all information of the City received by Montrose Law during or through Montrose Law's performance under this agreement shall be considered confidential information of the City. The obligations of Montrose Law under this section shall survive the termination of this Agreement.

Economic Development Consulting Fees. The City shall pay Montrose Law a fee of \$5,000 per month for a term not to exceed three (3) months and a maximum aggregate amount of Fifteen Thousand Dollars (\$15,000.00), which term may be renewed on a month-to-month basis if the City and Montrose Law both agree to the extension. Montrose Law is not entitled to, and shall not be paid, any additional costs or expenses under this Agreement, other than the fixed monthly fee, for services performed under this Agreement. Montrose Law shall send the City an electronic monthly invoice and the City agrees to pay this electronic invoice within thirty (30) days of receipt.

Compliance with Laws. Montrose Law shall comply with and be bound by all applicable laws and regulations, including but not limited to laws and regulations relating to the payment of commissions, ethical business conduct, and anti-corruption. Montrose Law hereby represents and warrants that neither it nor any of its employees nor anyone else acting on its behalf has made, nor will they make, directly or indirectly, any payment, loan, or gift (or any offer, promise, or authorization of any such payment, loan or gift) of any money or anything of value to or for the use of any private businessmen, commercial organization or foreign officials.

General. This agreement supersedes all prior oral and written communications between the City and Montrose Law and may be amended, modified, or changed only in writing when signed by both parties. No term of this agreement will be deemed waived, and no breach of this agreement will be excused unless the waiver or consent is in writing and signed by the party granting such waiver or consent. Both parties each acknowledge that it may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm, or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond reasonable control. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to conflict of law rules. If any portion of this agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect the parties'



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mutual intention. This agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action, or other right in law or in equity for any matter governed by or subject to the provisions of this agreement.

Conclusion. We are pleased to have the opportunity to provide consulting services to the City of Lorain. Please review this letter carefully and let us know if the services provided comport with your understanding of our respective responsibilities.

Very truly yours,

David J. Robinson, Managing Partner
Montrose Law Firm, LLC

I hereby agree to the terms and conditions of this agreement on behalf of the City of Lorain and agree to the fee:

Rey Carrion
Director, Department of Safety/Service

Approved as to Form:
Law Director