



MIAMI VALLEY FIRE DISTRICT

Board of Trustees Meeting Agenda

April 10, 2025

8:00 a.m.

Call to Order

Pledge of Allegiance

Roll Call

Approval of Minutes

Motion to approve the regular Meeting Minutes of March 13, 2025.

Public Comment

A citizen desiring to speak on agenda items or items not on the agenda may do so under public comment. Comments are limited to five minutes and the Fire District Board of Trustees may not take immediate action. However, items introduced under public comment may become agenda items for later meetings.

Consent Agenda

Matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion and one vote of consent. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and considered separately.

Expenses

Approve the Fire District March expenses beginning with check #20242 and ending with check #230304.

1. Consent Agenda Motion

A motion to approve the Consent Agenda.

Old Business

None

New Business

1. Resolution No. 2025-04

A resolution authorizing the Fire Chief to enter into an engagement letter for professional legal services by and between the Miami Valley Fire District and Frost Brown Todd LLP.

Presented by Chief Johnson

Chief's Report

Operational Oversight Committee Comment

Trustee Comment

Study Session

- Quarterly Financial Report
Presented by Elyse Martin
- Employee Health Insurance
Presented by Amy Phillips

Adjournment



**MIAMI VALLEY FIRE DISTRICT
BOARD OF TRUSTEES
MEETING MINUTES
March 13, 2025**

Call to Order

President Stalder called the Miami Valley Fire District meeting to order at 8:00 a.m. and led the Pledge of Allegiance.

Roll Call

The following Trustees were present: John Stalder, Ann-Lisa Allen, Greg Bell, Frank Fritsch, and Terry Posey. The following staff members were present: Chris Snyder, Keith Johnson, Steve Johnson, Brandon Barnett, Justin Null, Elyse Martin and Jennifer Harover.

Meeting Minutes

A motion was made by Ms. Allen, seconded by Mr. Fritsch to approve the Regular Meeting minutes of February 13, 2025. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye and Mr. Posey aye. Motion carried.

Public Comment

Bob Spirk, President of Local 1832, took a moment to reflect on the 52nd anniversary of the line of duty death of Kermit Smith. It is a reminder of the multiple risks that all firefighters face in the course of their careers. Mental health and cancer are the leading causes of death for firefighters with cancer being the number one concern which is why controlling/cleaning up contaminants is so important in their daily routines. May 23rd will be the District's annual golf outing and, once again, they will be donating the funds to send a child battling cancer on a dream vacation to Disney World. After a year-long process, SERB has issued a ruling to the Board of Trustees and Bob thanked them for working so professionally with the administration staff and union representatives to bring this matter to a close. He congratulated Doug Gilmore on his official title of Senior Man.

Presentation of Senior Man

Fire Chief Johnson provided a brief biography for Firefighter/Paramedic Doug Gilmore. FF Gilmore has 34 years in the fire service beginning his career in 1991. He joined Miami Township in 1996 and remained through the formation of the District in 2011. The Senior Man is an unofficial, non-promoted position but is critical in the day-to-day operations of the fire department. The Senior Man helps to guide and mentor the younger members as they begin their careers. BC Renk presented FF Gilmore with his Senior Man shield and his wife, Tara, pinned on his badge.

Consent Agenda

A motion was made by Ms. Allen, seconded by Mr. Fritsch, to approve the Consent Agenda as presented. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried.

Old Business

None

New Business

Elyse Martin presented **Resolution No. 2025-02**. The resolution authorizes the District to enter into a Property Schedule No 2 to a Master Lease Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc. to finance the purchase of a fire truck. This resolution will also amend Resolution 2021-09 to reflect the updated cost of the fire truck.

A motion was made by Ms. Allen, seconded by Mr. Fritsch to read Resolution 2025-02 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried.

A RESOLUTION AUTHORIZING THE MIAMI VALLEY JOINT FIRE DISTRICT, MONTGOMERY COUNTY, OHIO TO ENTER INTO PROPERTY SCHEDULE NO 2 TO A MASTER LEASE PURCHASE AGREEMENT BY AND BETWEEN U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. AND THE MIAMI VALLEY JOINT FIRE DISTRICT, MONTGOMERY COUNTY, OHIO, TO FINANCE THE PURCHASE OF A FIRE TRUCK FOR THE MIAMI VALLEY JOINT FIRE DISTRICT, MONTGOMERY COUNTY, OHIO AND AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH.

A motion was made by Mr. Fritsch, seconded by Ms. Allen to adopt Resolution 2025-02. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried.

Chief Johnson presented **Resolution No. 2025-03**. The resolution will allow the Fire Chief to accept the proposal for GIS Call Mapping Services from KZF Design, Inc. for an amount not to exceed \$15,500 and authorize the Fire Chief to execute contract documents. This resolution is for mapping services only and will not commit the District to complete any future services with KZF Design, Inc. The proposal and contract documents were reviewed by the Board of Trustees during their study session at the February 2025 meeting.

A motion was made by Mr. Fritsch, seconded by Ms. Allen to read Resolution 2025-03 by title only. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carried.

A RESOLUTION ACCEPTING THE PROPOSAL FOR GIS CALL MAPPING SERVICES FROM KZF DESIGN, INC. FOR AN AMOUNT NOT TO EXCEED \$15,500 AND AUTHORIZING THE FIRE CHIEF TO EXECUTE CONTRACT DOCUMENTS.

A motion was made by Mr. Fritsch, seconded by Ms. Allen to adopt Resolution 2025-03. Mr. Stalder aye, Ms. Allen aye, Mr. Bell aye, Mr. Fritsch aye, and Mr. Posey aye. Motion carries.

Chief's Report

Chief Johnson updated the Board on the new fire engine. It should be arriving to the District next week and will be sent to Flawless for the final detailing. The Sutphen engine is scheduled for its final punch list items by the end of March. The second Sutphen engine will have final documents signed on April 2nd and it will begin its year-long build process. We hope to have it here and in

service by the end of summer 2026. Pinpoint Behavioral Health Solutions has started their service within the district and all is going well. District Officers attended the UD Center of Leadership. FF/PM Aaron Zink will be retiring as of April 9th and will be recognized at the District meeting next month. Chief attended the Ohio Fire Chiefs conference yesterday. The biggest news is that the State and Federal reporting systems are to begin “talking” to each other. Currently, the District has to report to the State and the Federal systems through separate processes. A system is being worked out that allows reporting applications to report to both places at the same time. This will be an ongoing update throughout this year. House Bill 28 is in the U.S. Congress which could eliminate replacement levies. Chief will be watching this closely as it could drastically affect our District. Assistant Chief Barnett is returning from vacation later today and we all hope he had a relaxing trip.

OCC Report

No comments.

Trustee Report

No comments.

President Stalder thanked the District for their professionalism last week when his wife was in an auto accident at St. Rte. 725 and I-75. His wife is okay, pretty bruised up, but she felt safe and cared for while at the scene due to our incredible crews.

Adjournment

A motion was made by Mr. Fritsch, seconded by Ms. Allen, to adjourn the meeting at 9:24 a.m. Motion carried.

Respectfully submitted,

Jennifer Harover
Secretary

Complete Check Report - MIAMI VALLEY FIRE DISTRICT

Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
020242		A	0009600	AIRGAS USA LLC	03/06/2025	320.13
020243		A	0000163	AT&T SERVICES, INC	03/06/2025	946.38
020244		A	0000205	ATLANTIC EMERGENCY SOLUTIONS	03/06/2025	1,061.57
020245		A	3214846	COMDOC	03/06/2025	239.96
020246		A	0000235	DOOR SERVICE SOLUTIONS LLC	03/06/2025	75.00
020247		A	0001308	DUKE ENERGY	03/06/2025	34.43
020248		A	2820370	KEITH FABER AUDITOR OF STATE	03/06/2025	1,578.50
020249		A	0000245	MENARD, INC	03/06/2025	14.91
020250		A	4339969	MIAMI TOWNSHIP	03/06/2025	1,073.62
020251		A	8834288	MOTOROLA SOLUTIONS, INC.	03/06/2025	4,506.40
020252		A	0006750	P & R COMMUNICATIONS	03/06/2025	810.00
020253		A	2571875	PHOENIX SAFETY OUTFITTERS	03/06/2025	1,042.65
020254		A	0025505	VERIZON WIRELESS	03/06/2025	90.39
020255		A	0000193	WEX BANK	03/06/2025	6,749.57
020256		A	0009600	AIRGAS USA LLC	03/13/2025	379.29
020257		A	0000120	ALCOR SUPPLY AND FIXTURE CO	03/13/2025	220.50
020258		A	0000163	AT&T SERVICES, INC	03/13/2025	947.51
020259		A	0006850	BOUND TREE MEDICAL, LLC	03/13/2025	2,749.36
020260		A	9097668	CENTERPOINT ENERGY	03/13/2025	725.63
020261		A	0004764	CITY OF MIAMISBURG-PO BOX	03/13/2025	729.65
020262		A	0000216	JULIANNE M GRICE	03/13/2025	3,574.00
020263		A	8660070	LEMCO PLUMBING	03/13/2025	2,065.00
020264		A	0000261	LEXIPOL, LLC	03/13/2025	13,941.35
020265		A	0005301	MONTGOMERY COUNTY WATER SERVIC	03/13/2025	688.32
020266		A	0000221	OHIO POLYGRAPH SERVICES LLC	03/13/2025	600.00
020267		A	2571875	PHOENIX SAFETY OUTFITTERS	03/13/2025	1,487.45
020268		A	0000201	PREMIER OCCUPATIONAL HEALTH	03/13/2025	595.35
020269		A	2608452	THORNS FITNESS SERVICES LLC	03/13/2025	140.00
020270		A	0025505	VERIZON WIRELESS	03/13/2025	638.00
020271		A	0000187	XEROX CORPORATION	03/13/2025	504.68
020272		A	0000295	911 FLEET & FIRE EQUIPMENT	03/20/2025	26,145.00
020273		A	0000120	ALCOR SUPPLY AND FIXTURE CO	03/20/2025	105.50
020274		A	0000205	ATLANTIC EMERGENCY SOLUTIONS	03/20/2025	1,545.59
020275		A	0000156	BERAN CUSTOM WOODWORKING LLC	03/20/2025	25.00
020276		A	0000305	BLOCKBUSTER FITNESS EQUIPMENT	03/20/2025	1,250.00
020277		A	9097668	CENTERPOINT ENERGY	03/20/2025	3,655.86
020278		A	9378887	CHANGE HEALTHCARE LLC	03/20/2025	1,774.60
020279		A	0000198	CHARTER COMMUNICATIONS	03/20/2025	2,269.78

Complete Check Report - MIAMI VALLEY FIRE DISTRICT

Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
020280		A	2372933	COLUMBUS SUPPLY	03/20/2025	3,780.36
020281		A	0000256	CUSTOM DESIGN BENEFITS	03/20/2025	85.00
020282		A	0000141	D&S AUTO PARTS INC	03/20/2025	49.99
020283		A	2228888	DRAIN TECH	03/20/2025	215.00
020284		A	0000227	ELITE COMPUTERS INC	03/20/2025	5,166.44
020285		A	4226726	GEORGE THOMAS MASON	03/20/2025	250.00
020286		A	4344343	GO2-PROS PEST CONTROL	03/20/2025	45.00
020287		A	0000283	MEDICOUNT MANAGEMENT, INC	03/20/2025	11,771.51
020288		A	0000245	MENARD, INC	03/20/2025	658.99
020289		A	4339969	MIAMI TOWNSHIP	03/20/2025	70.00
020290		A	4339969	MIAMI TOWNSHIP	03/20/2025	70.00
020291		A	0000221	OHIO POLYGRAPH SERVICES LLC	03/20/2025	600.00
020292		A	2571875	PHOENIX SAFETY OUTFITTERS	03/20/2025	50,804.16
020293		A	0000281	PRADCO	03/20/2025	740.00
020294		A	9446372	TARGET SOLUTIONS, INC	03/20/2025	8,896.68
020295		A	0000277	WHITE-ALLEN CHEVROLET	03/20/2025	54,900.00
020296		A	0000611	BATTERIES PLUS	03/27/2025	89.30
020297		A	0000156	BERAN CUSTOM WOODWORKING LLC	03/27/2025	25.00
020298		A	4344343	GO2-PROS PEST CONTROL	03/27/2025	65.00
020299		A	0000237	MEDICAL MUTUAL	03/27/2025	6,342.05
020300		A	0000245	MENARD, INC	03/27/2025	1,029.71
020301		A	8244400	MES LIFE SAFETY, LLC	03/27/2025	1,487.31
020302		A	0005077	MONTGOMERY COUNTY SHERIFFS OFF	03/27/2025	59,322.50
020303		A	2571875	PHOENIX SAFETY OUTFITTERS	03/27/2025	148.87
020304		A	0000304	WATERCO OF THE CENTRAL STATES	03/27/2025	148.05
FD3310		M	0009999	PAYROLL VENDOR	03/10/2025	286,208.51
FD3311		M	0009999	PAYROLL VENDOR	03/10/2025	3,947.54
FD3312		M	0009999	PAYROLL VENDOR	03/10/2025	171.86
FD3313		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	2,031.93
FD3314		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	2,562.32
FD3315		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	318.99
FD3316		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	296.36
FD3317		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	220.68
FD3318		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	2.99
FD3319		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	227.05
FD3320		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	35.99
FD3321		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	413.78
FD3322		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	304.00

Complete Check Report - MIAMI VALLEY FIRE DISTRICT

Bank - 0002 OPERATING

Check	Dup#	Type	Vendor	Vendor Name	Date	Amount
FD3323		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	1,825.00
FD3324		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	65.25
FD3325		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	34.98
FD3326		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	1,939.00
FD3327		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	370.91
FD3328		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	220.00
FD3329		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	335.00
FD3330		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	937.50
FD3331		M	0000290	FARMERS & MERCHANTS CREDIT	03/12/2025	2,988.00
FD3332		M	0007180	O.P.E.R.S.	03/12/2025	2,667.61
FD3333		M	0007150	POLICE & FIRE PEN FUND OF OHIO	03/19/2025	132,059.28
FD3334		M	0009999	PAYROLL VENDOR	03/20/2025	276,825.57
FD3335		M	0009999	PAYROLL VENDOR	03/20/2025	3,790.57
FD3336		M	0009999	PAYROLL VENDOR	03/20/2025	159.19
FD3337		M	0000237	MEDICAL MUTUAL	03/26/2025	79,541.60
FD3338		M	2166248	VISION SERVICE PLAN	03/26/2025	673.14
FD3339		M	3483226	STANDARD INSURANCE COMPANY	03/26/2025	503.44
FD3340		M	3483226	STANDARD INSURANCE COMPANY	03/26/2025	791.86
FD3341		M	0000053	FIFTH THIRD	03/31/2025	755.45
FD3342		M	0001620	AES	03/31/2025	1,388.05
FD3343		M	0000232	FARMERS & MERCHANTS BANK	03/31/2025	47.50
97 Checks						1,096,722.75

MTD Bank Report for Year 2025 Month 03 - MIAMI VALLEY FIRE DISTRICT

Bank	Description	Beg Mo Bal	Deposits	Withdrawals	Trans In	Trans Out	Balance
0002	OPERATING	2,481,621.47	20,009.35	1,096,722.75	141,500.00	0.00	1,546,408.07
0004	EMS	1,142,618.57	258,781.85	0.00	0.00	141,500.00	1,259,900.42
0006	F&M CD - 4/14/23	0.00	0.00	0.00	0.00	0.00	0.00
0008	STAR OHIO	8,274,764.20	31,364.09	0.00	0.00	0.00	8,306,128.29
4 Banks		11,899,004.24	310,155.29	1,096,722.75	141,500.00	141,500.00	11,112,436.78

YTD Fund Report for Year 2025 Month 03 - MIAMI VALLEY FIRE DISTRICT

Fund	Description	Beg Yr Bal	YTD Rec	YTD Exp	Unexp	Enc	Unenc
100	GENERAL FUND	6,966,698.02	5,501,670.20	3,198,510.27	9,269,857.95	512,257.35	8,757,600.60
200	EMS FUND	728,643.57	955,756.85	424,500.00	1,259,900.42	0.00	1,259,900.42
210	GRANT FUND	0.00	66,036.60	66,036.60	0.00	0.00	0.00
300	DEBT SERVICE FUND	0.20	66,307.65	0.00	66,307.85	265,230.60	(198,922.75)
400	CAPITAL IMPROVEMENT FUND	481,890.73	280,621.61	246,141.78	516,370.56	490,319.32	26,051.24
5 Funds		8,177,232.52	6,870,392.91	3,935,188.65	11,112,436.78	1,267,807.27	9,844,629.51

RESOLUTION NO. 2025-04

A RESOLUTION AUTHORIZING THE FIRE CHIEF TO ENTER INTO AN ENGAGEMENT LETTER FOR PROFESSIONAL LEGAL SERVICES BY AND BETWEEN THE MIAMI VALLEY FIRE DISTRICT AND FROST BROWN & TODD LLP.

WHEREAS, the City of Miamisburg, Ohio and Miami Township, Montgomery County, Ohio created the Miami Valley Fire District (the “District”) consistent with Ohio Revised Code Section 505.371 via Joint Resolution, City Resolution No. 2786 and Township Resolution No. 121-2011; and

WHEREAS, It is necessary to retain experienced legal counsel to represent the day-to-day business of the Miami Valley Fire District; and

WHEREAS, Frost Brown Todd LLP is a national law firm located in West Chester, Ohio that can provide legal services including all aspects of labor and employment; and

WHEREAS, After utilizing Frost Brown Todd LLP in the past, the District finds that continuing with Frost Brown Todd LLP for legal services would be in the best interest of its employees and community.

NOW, THEREFORE, BE IT RESOLVED BY THE MIAMI VALLEY FIRE DISTRICT BOARD OF TRUSTEES THAT:

Section 1.

The Fire Chief is hereby authorized to enter into an engagement letter for professional legal services by and between Miami Valley Fire District and Frost Brown Todd LLP. The terms and conditions of said engagement letter is marked as “Exhibit A” attached hereto and made a part hereof.

Section 2.

This Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Ohio Revised Code Section 121.22.

Section 3.

This resolution shall be in full force and effect April 10, 2025 and shall supersede any prior resolution or act of this Board, which may be inconsistent or duplicative with the provisions of this resolution.

Adopted this 10th of April 2025.

_____ John Stalder, President	_____ Yes/No
_____ Terry Posey, Trustee	_____ Yes/No
_____ Ann-Lisa Allen, Trustee	_____ Yes/No
_____ Greg Bell, Trustee	_____ Yes/No
_____ Frank Fritsch, Trustee	_____ Yes/No



W. Joseph Scholler
Partner
513.870.8226 (t)
513.870.0999 (f)
jscholler@fbtlaw.com

March 20, 2025

CONFIDENTIAL ATTORNEY/CLIENT PRIVILEGE

Chief Steven Johnson
Miami Valley Fire District
2710 Lyons Road
Miamisburg, OH 45342

Re: Engagement Letter

Dear Chief:

We are pleased that you have asked Frost Brown Todd ("FBT" or "Firm") to serve as your counsel in this matter. This letter will confirm the terms of our representation. If you have any questions about these terms, do not hesitate to contact us.

Client; Scope of Representation. Our client in this matter will be the Miami Valley Fire District ("you" or the "Client"). We will represent you [solely] in connection with general business and day to day issues that may arise. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future matter, this will confirm that our representation of you is limited to the foregoing matter and will end when it is concluded. Should you engage us for one or more other future matters, those matters will also be governed by the terms in this engagement letter unless the Firm issues to the Client a new engagement agreement or letter for one or more future matters.

Fees. Our fees are based primarily on the time expended by our attorneys, paralegals, and other professionals on the engagement, including travel time charged at regular rates. Attorneys, paralegals, and other professionals have been assigned hourly rates based upon their practice areas and skills, experience, and level of expertise. The rates of those attorneys likely to do a majority of the work range from \$275 to \$520. It may be necessary to add to or change the team working on your behalf. Our hourly rates are reviewed periodically and may be increased from time to time, typically at the beginning of each calendar year.

Parent/Subsidiary/Affiliate Relationships. The Firm's representation of the Client does not give rise to an attorney-client relationship between the Firm and any parent, subsidiary, or affiliate of the Client. Accordingly, our representation of the Client will not create a conflict of interest in the event other clients of the firm are or become adverse to any parent, subsidiary, or affiliate of the Client.

Waiver of Future Conflicts. Our firm represents many other entities and individuals. Some may have business or legal interests that are contrary to your interests. It is therefore possible that during the time we are working for you, an existing or future client may seek our assistance in connection with a transaction, pending or potential litigation, or another matter or proceeding in which that client's interests are or could become adverse to your interests. This can create situations in which work for one client on a matter might preclude us from assisting other clients on unrelated matters.

To avoid the potential for this kind of restriction on our practice, you agree that Frost Brown Todd may represent any existing or future client in any matter (including litigation, arbitration, or other dispute resolution proceedings), even if the interests of that client in the other matter are directly adverse to the interests of Client, as long as that other matter is not substantially related to our Firm's work on behalf of Client. You also agree that FBT may represent Client in any matter, even if your interests in the matter are directly adverse to the interests of another FBT client, as long as the matter for you is not substantially related to our Firm's work on behalf of the other client. We encourage you to consult with other counsel about this prospective conflicts waiver.

Additional Terms. Our engagement is also subject to the additional terms and conditions that follow this letter.

We appreciate the opportunity to represent you. Please return a signed version of this letter to confirm your agreement to these terms of our engagement. Our representation of you will begin when you accept the terms of our engagement. However, please note that your instructing us on this matter will also constitute your acceptance of the terms in this letter and those that follow it.

We look forward very much to working with you on this matter.

Sincerely,

FROST BROWN TODD LLP



W. Joseph Scholler

Attachment

AGREED:

MIAMI VALLEY FIRE DISTRICT

By: _____

Print Name: _____

Print Title: _____

FROST BROWN TODD LLP

ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS

1. Expenses. Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as court costs, hard copy document reproductions, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses, and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas may also include our related administrative expenses.

2. Monthly Statements. Unless a different billing period is agreed upon with the Client, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. Retainers. Any retainer payment will normally be less than the Firm's ultimate fees and expenses, which must be kept current irrespective of your retainer payment(s). Such a payment or series of payments is not intended as a limitation upon the Firm's fees and expenses. Retainer payments will be deposited into a client trust account (which you agree may be maintained outside the state of the engagement letter signatory's office), and we may draw against it to satisfy any of your invoices that are more than 60 days past due. We may require that the retainer be replenished as a condition of continuing work on your behalf. In addition, we may request additional retainer payments if you request additional services and we agree to provide them, or if we determine that the cost of the required services and expenses to be incurred on the engagement may exceed any retainer balance. Additional retainer payments must be made within 15 days of the dates we request them. We reserve the right to discontinue our representation until you make such requested payments. The Firm may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this engagement.

4. Litigation Matters. If this engagement involves litigation, the Client may be required to pay the opposing party's court costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case.

5. Waiver of Future Conflicts. In deciding whether to consent to future conflicts as described in the engagement letter, the Client should consider how you might be affected by our Firm being adverse to you in another matter, or by our representing you in a matter in which the adverse party is also a client of the Firm (albeit in other matters). Because we would not be adverse to the Client on the same matter on which we represented the Client (or one substantially related to such matter), we do not believe that there is any material risk that our commitment and dedication to the

Client's interests will be adversely affected. Furthermore, your waiver of future conflicts does not waive your right to have our Firm maintain the confidentiality of client information obtained by us in representing you. If our representation of another client in a matter is directly adverse to you, our lawyers who have had significant involvement in our work for you will not work on the matter for such other client. We will take appropriate measures to ensure that your proprietary or other confidential information will not be made available to lawyers or others in our Firm involved in such matter. On the other hand, in our representation of other clients pursuant to this waiver of future conflicts, we may obtain confidential information of interest to you that we cannot share with you.

6. Generative AI. Unless you expressly instruct us otherwise, we may use on your matters applications that incorporate generative artificial intelligence that meet the Firm's security protocols, are not open-source applications, and are otherwise approved by the Firm. We may also train such applications using our information-management systems, which may include work product we created for you. We will comply with applicable ethics and court rules in any use of generative artificial intelligence.

7. Insurance coverage. Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter), we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

8. Corporate Transparency Act. Unless we have been explicitly retained to advise on compliance with the federal Corporate Transparency Act or any similar state statute (collectively "CTA"), we have no responsibility to advise the Client on compliance with the CTA or applicability of CTA exemptions. When our work on behalf of the Client involves creating a new legal entity, we will provide to the Client any Firm-specific information required for a CTA filing. We will not be responsible for making any initial or updated filing required under the CTA, which shall remain the responsibility of the Client.

9. Termination. The Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Client reasonable notice to arrange alternative representation. If either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us.

10. Withdrawal. Under the rules of professional conduct by which we are governed, we may withdraw from our representation of the Client in the event of, among other reasons, (a) nonpayment of our fees and expenses; (b) misrepresentation or failure to disclose material facts concerning the engagement; (c) action taken by the Client contrary to our advice; and (d) in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.

11. Post-Engagement Services. The Client is engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and obligations. Unless the Client engages us after completion of the matter to provide additional advice on issues

arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments.

12. Retention and Disposition of Documents. At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation in the matter described above, although the Firm reserves the right to retain copies of any such documents as it deems appropriate. Our own files pertaining to the matter will be retained by the Firm. These firm files include, for example, administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client, that are 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, and consistent with professional conduct rules, 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* without further notice to the Client.

13. Audit letters. We will comply strictly with, and not go beyond, the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

14. Consultation with Firm Counsel. 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 conflict of interest issues and could even include issues raised because of a dispute between us and a client over the handling of a matter. The Firm has in-house counsel who advise the Firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the Firm's interest, that in the event issues arise about our duties and obligations as lawyers, we receive candid and confidential advice from counsel versed in these subjects. Accordingly, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our Firm's counsel (either the Firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the Client shall not waive any attorney-client privilege that the Firm may have to protect the confidentiality of our communications with our internal or outside counsel.

15. Retirement Plan Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain "covered service providers" must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a "covered service provider," there are some situations in which it might be. A description of the disclosures required in those situations can be located at [final-regulation-service-provider-disclosures-under-408b2.pdf \(dol.gov\)](https://www.dol.gov/eis/whistleblower/final-regulation-service-provider-disclosures-under-408b2.pdf).

16. Authorization. By the Client's agreement to these terms of our representation, the Client authorizes us to take any action we deem advisable on the Client's behalf on this matter. We will, whenever possible, discuss with the Client in advance any significant actions we intend to take.