

HENNES PAYNTER
COMMUNICATIONS

RECEIVED

JAN 12 2015

CRISIS COMMUNICATIONS | MEDIA TRAINING | LITIGATION COMMUNICATIONS

LAW DEPARTMENT

3200 Terminal Tower | 50 Public Square | Cleveland, Ohio 44113 | tel 216-321-7774 | fax 216-916-4405
www.crlslcommunications.com

January 5, 2015

SENT VIA EMAIL

Mayor Michael P. Summers
City of Lakewood
12650 Detroit Avenue
Lakewood, OH 44107

Dear Mayor Summers,

Thank you very much for calling to discuss certain issues facing the City of Lakewood including its mayor, councilmembers and director-level officials (Lakewood) and how our communications consulting services can be of assistance. We have agreed that the services provided hereunder will be agreed upon by you and us as the project develops (the "Services").

Rates & Terms

Our usual billing rates are listed below. However, we will extend to you a courtesy fee reduction of \$50 per hour on each of these rates, with the exception of social media monitoring and analysis. We understand total billings for this project may not exceed \$5,000 without express prior authorization from you.

The billing rates for our senior consultants are listed below:

Service	Hourly Rate
Standard communications consulting, planning, writing, etc.	\$400.00
Late night/overnight response (M-F 9:00 pm – 6:00 am)*	\$450.00
Weekends & legal holidays*	\$500.00
Social Media monitoring & analysis	\$200.00

NOTE: Travel time is billed at full rate *Eastern Standard Time

Undisputed consulting fees shall be paid by Lakewood net thirty (30) days from receipt of Hennes Paynter Communications LLC's (Hennes Paynter) invoice for the Services. Any delinquent fees due to us shall carry interest at the rate of 10% per annum. If Lakewood disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute. Payment by Lakewood shall not result in a waiver of any of its rights hereunder.

Hennes Paynter may incur additional expenses in execution of this agreement including, but not limited to, printing, video production, travel, meals, and overnight delivery. Hennes Paynter will invoice Lakewood each month for these expenses and Lakewood agrees to pay these invoices within thirty (30) days of receipt. Notwithstanding the foregoing, Lakewood shall only reimburse Hennes Paynter for its reasonable travel expenses and other ordinary and necessary business expenses reasonably incurred in the performance of the Services upon presentation of appropriate receipts therefor and in accordance with Lakewood's business expense policy, provided that such costs are approved in advance by Lakewood in writing. Hennes Paynter shall be solely responsible for all of Hennes Paynter's other expenses incurred in connection with the performance of the Services, including but not limited to any and all taxes which may be imposed on Hennes Paynter or on the relationship between Hennes Paynter

and Lakewood with respect to this letter of agreement. Other than the fees and expenses described herein, Hennes Paynter shall not be entitled to any further payment or compensation from Lakewood.

Hennes Paynter will review each bill for accuracy before being sent to Lakewood. Lakewood agrees to review Hennes Paynter's bills and agrees that if it cannot approve any portion of one of Hennes Paynter's bills, it will contact Hennes Paynter to discuss the bill.

Either party may immediately terminate this letter of agreement without penalty upon written notice to the other party. In the event that either party terminates this letter of agreement, Hennes Paynter shall be entitled to any and all undisputed expenses, fees or other costs incurred in the execution of this proposal up to the termination date.

This letter of agreement will terminate immediately if performance hereunder by either party is prevented by a cause beyond that party's control, including but not limited to: acts of God, fire, flood, explosion, war, disaster or civil disorder.

Hennes Paynter agrees to keep confidential and not to disclose or use for its own benefit or for the benefit of any third party (except to Hennes Paynter personnel as may be required for the performance of services under this agreement or as may be required by law), any information, documents or materials related to Lakewood ("Proprietary Information"). The confidentiality obligations in the preceding sentence, however, shall not extend to any information, documents, or materials that (a) become publicly available without breach of this provision, (b) are received from a third party without restriction on confidentiality or disclosure, or (c) are independently developed without reference to information received hereunder from the other party. Hennes Paynter shall treat such Proprietary Information with the same care as Hennes Paynter would exercise in the handling of its own confidential or proprietary information, but in no event less than reasonable care and in no event shall such information be disclosed to any person including employees of Hennes Paynter, and/or contractors, unless such person or entity is bound by or specifically undertakes a like obligation of confidentiality. Upon termination or cancellation of this letter of agreement for any reason, all such Proprietary Information of Lakewood shall be returned to Lakewood if it is in the form of original documents, or otherwise destroyed by Hennes Paynter and the limitations and undertakings specified in this paragraph shall remain in effect.

Hennes Paynter represents and warrants that there are no employment contracts, consulting contracts, restrictive covenants, nor any other restrictions preventing the full performance of Hennes Paynter's duties and provision of the Services hereunder. Hennes Paynter further represents that the execution, delivery, and performance of this letter of agreement will not constitute a default under or breach of any agreement or other instrument to which Hennes Paynter is a party or by which Hennes Paynter is bound, including without limitation, any confidentiality or noncompetition agreement. Hennes Paynter further agrees, represents, and warrants not to use Lakewood's confidential information without Lakewood's written consent.

Hennes Paynter further represents and warrants that it shall provide the Services to the best of its ability, in good faith, and in accordance with the highest standards in the industry.

In performing this Agreement, Hennes Paynter shall comply with all applicable laws, rules, and regulations. In the event of a breach of the preceding sentence, this letter of agreement shall terminate automatically without notice and any compensation due hereunder shall be forfeited.

Hennes Paynter shall not make any representations, warranties, guarantees, or commitments beyond those which Lakewood shall, from time to time, authorize in writing. Hennes Paynter shall

disclose that Hennes Paynter is acting for Lakewood as Hennes Paynter only and only in connection with the provision of the Services.

This letter of agreement does not create an employer-employee relationship between Lakewood and Hennes Paynter, nor an agency, joint venture, or partnership. Hennes Paynter shall be an independent contractor only.

Lakewood agrees that all work product created by Hennes Paynter or created under the direction of Hennes Paynter in connection with the Services shall be the sole and complete property of Hennes Paynter, and that any and all copyrights and other proprietary interests therein shall belong to Hennes Paynter.

Neither party shall have the authority to act for or bind the other in any way, to execute agreements on behalf of the other, or to represent that either party is in any way responsible for the acts or omissions of the other. Nothing contained in this letter of agreement shall constitute Hennes Paynter as the agent or representative of Lakewood, except as expressly provided hereunder.

Lakewood agrees that neither it nor any of its assignees or successors shall (a) seek a jury trial in any lawsuit, proceeding, counterclaim or any other action based upon or arising out of or in connection with the engagement of Hennes Paynter by Lakewood or any services rendered pursuant to such engagement or (b) seek to consolidate any such action with any other action in which a jury trial cannot be or has not been waived. The provisions of this paragraph have been fully discussed and shall be subject to no exceptions.

Neither party may alter its obligations under this letter of agreement without the written authorization of the other, nor may Hennes Paynter assign this agreement without the prior written consent of Lakewood, and any such purported assignment shall be void. The exception shall be the hourly fees quoted on page one of this document, which can be changed in writing by Hennes Paynter, with advance notice prior to actual work performed.

The validity, construction, and interpretation of this letter of agreement shall be solely and exclusively governed by and construed in accordance with the laws of the State of Ohio, Cuyahoga County excluding any otherwise applicable rules of conflict of laws. The federal and state courts in the state of Ohio shall have sole and exclusive jurisdiction over the parties and subject matter of this letter of agreement. For implementation of this letter of agreement and all its consequences, each party waives such of its rights and privileges under any other law or legal system, such as the law of the place of performance, as is necessary to give effect to the terms and conditions hereof.

This document is a complete and exclusive statement of the terms of this letter of agreement and shall only be modified through written amendments to this letter of agreement signed by both parties.

If any part of this letter of agreement becomes to any extent invalid or unenforceable, the remainder of the agreement shall not be affected and will be valid and enforced to the fullest extent permitted by law.

Lakewood acknowledges and agrees that public relations efforts take time before results can be seen. Lakewood also acknowledges that editorial coverage is out of the control of Hennes Paynter and that even if desired stories and articles are published or broadcast, the final editorial content cannot be dictated or controlled by it. Additionally, Lakewood acknowledges and agrees that Hennes Paynter makes no guarantees regarding editorial coverage or public/media relations results.

As part of this contract, Lakewood acknowledges that Hennes Paynter may publicize our agreement to work with you by including the City of Lakewood in our public client roster. Please note that our client roster does not contain any details on the nature of work provided.

To execute this agreement, please sign below and fax it back to us at 216-916-4405. We will then send you a signed hard copy via U.S. Mail.

Thank you for your interest in Hennes Paynter Communications LLC. We look forward to working with you.

Sincerely,

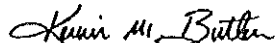

Barbara Paynter, Partner
Hennes Paynter Communications LLC

Agreed to and Accepted by:

City of Lakewood

By:  Date: 1-7-15

The legal form and correctness of
this document is approved.


Director of Law