

RESOLUTION NO. 031, SERIES 2017

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED PROFESSIONAL SERVICE CONTRACT – (DICKINSON WRIGHT PLLC - \$50,000.00).

Sponsored By: Councilwoman Mary Woolridge

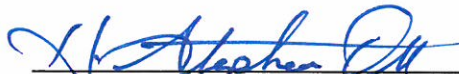
BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:


OFFICE OF THE MAYOR

\$50,000.00 for a Professional Service Contract with Dickinson Wright PLLC for professional services with respect to matters related to the LMPD Explorer Program from March 17, 2017 through March 16, 2018.

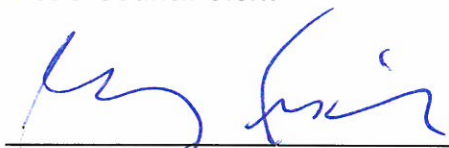
SECTION II: This Resolution shall take effect upon its passage and approval.




H. Stephen Ott
Metro Council Clerk



Bill Hollander
President Pro-Tem of the Council



Greg Fischer
Mayor

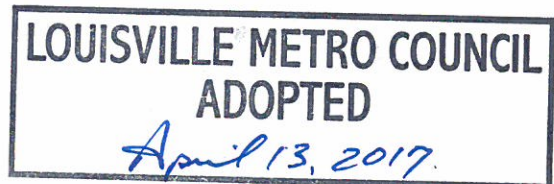


Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: 



AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, by and through its OFFICE OF THE MAYOR herein referred to as "METRO GOVERNMENT", and DICKINSON WRIGHT PLLC, with offices located at 300 West Vine Street, Suite 1700, Lexington, Kentucky 40507 herein referred to as "ATTORNEY",

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to matters related to the LMPD Explorer Program; and

WHEREAS, the Attorney has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows;

I. SCOPE OF PROFESSIONAL SERVICES

A. Attorney shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Attorney's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Attorney, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Attorney. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. The services of Attorney shall include but not be limited to those described on Attachment A attached hereto and fully incorporated herein as well as a

full non-criminal investigation into the LMPD Explorer Program which investigation shall cover:

1. a review of internal processes, policies and procedures concerning the Explorer Program; and
2. a review of whether any employment laws may have been violated; and
3. a review of whether any ethics laws may have been violated; and
4. the sufficiency of checks and balances within LMPD professional standards and professional integrity components; and
5. a timeline showing when information or accusations were first known, to whom same were reported, as well as subsequent actions and whether such actions followed Metro practices and policies.

In the event of a conflict between the terms of this Agreement and Attachment A, the terms of this Agreement shall control.

D. The work product or deliverables of Attorney shall include but not be limited to documents produced during the representation described immediately above, which shall include a final findings report ("Report") which shall be presented to the Office of the Mayor, the Metro Council President Pro Tem and the chairs of two largest Metro Council caucuses. Said report shall be issued within 30 days of the conclusion of the investigation and shall include the catalog of Persons...". Said report shall include a catalogue of persons interviewed and dates and times of said interviews.

E. Attorney agrees that, if during the course of providing services under this Agreement, Attorney discovers information which he reasonably suspects may indicate criminal activity occurred, he shall immediately report that information to the appropriate law enforcement agencies. "

F. The Metro Government agrees that Attorney shall at all times be treated as an independent investigator and, in furtherance of this status, the Attorney shall not be required to report on the progress of the investigation until Attorney issues the

Report. If Attorney so desires, Attorney may request the assistance of the Louisville Metro Office of Internal Audit in acquiring documents and records and in scheduling any of the activities necessary to conduct the investigation.

G. The Metro Government shall provide Attorney with complete access to all documents and personnel necessary to conduct a thorough and complete investigation. All personnel shall be required to cooperate with the investigation and provide truthful responses as set forth in the Metro Government's Personnel Policy, Section 1.5(5)(j), or such employees may face disciplinary action.

II. FEES AND COMPENSATION

A. Attorney shall be reimbursed for professional services rendered according to the terms of this Agreement as described on Attachment A. Total compensation payable to Attorney for services rendered pursuant to this Agreement, including out of pocket expenses, shall not exceed **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Attorney's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period. Attorney's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Attorney shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Attorney, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin March 17, 2017 and shall continue through and including March 16, 2018.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro

Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Attorney of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Attorney to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Attorney shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Attorney's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Attorney shall include (without limitation): (a) payroll records accounting for total time distribution of Attorney's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and

issuing documents, and all the other unit inventory records for Attorney's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate Attorneys. Attorney agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Attorney further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

VIII. AUTHORITY

The Attorney, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

IX. CONFLICTS OF INTEREST

A. Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination: claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party: or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime

Attorney or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

B. Unless otherwise agreed to in writing by the Metro Government, neither Contract Attorney, nor the partners or associates or persons sharing office space with Contract Attorney, shall have any interest in any matter requiring legal advice or consultation adverse to the Metro Government, its agencies, departments, legal subdivisions or employees acting within the scope of their employment. Conflicts of interest shall include any criminal defense work where a Metro Louisville police officer is a witness, or an arresting or investigating officer.

Unless disapproved by the Metro Government, this provision does not apply to a matter with respect to the collection of Metro Louisville taxes or open records or open meetings matters if Contract Attorney reports such matter in writing to the Metro Government and Contract Attorney's services for Metro Louisville do not relate to collecting Metro Louisville taxes or advising Metro Louisville with regard to open records or open meetings matters, as the case may be.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be

amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Attorney agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Attorney also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Attorney performs work under this Agreement. Attorney agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Attorney is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Attorney shall reveal any final determination of a violation by the Attorney or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Attorney or subcontractor. The Attorney shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Attorney or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

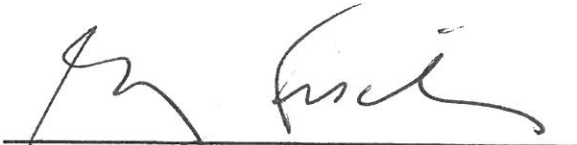
APPROVED AS TO FORM AND
LEGALITY CONTINGENT
UPON APPROVAL OF
OF THE APPROPRIATION FOR
THIS CONTRACT BY THE
METRO COUNCIL



MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 4/13/17

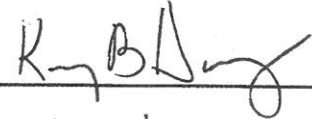
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT



GREG FISCHER
MAYOR

Date: 4-13-17

DICKINSON WRIGHT PLLC

By: 

Title: Member

Date: 4/13/17

Taxpayer Identification No.
(TIN): 38-1364333

Louisville/Jefferson County
Revenue Commission Account
No.: _____

ATTACHMENT A

DICKINSON WRIGHT PLLC

300 WEST VINE STREET, SUITE 1700
LEXINGTON, KY 40507-1621
TELEPHONE: (859) 899-8700
FACSIMILE: (844) 670-6009
http://www.dickinsonwright.com

KERRY B. HARVEY
KHarvey@dickinsonwright.com
(859) 899-8739

March 17, 2017

Ellen Hesen
Manager Fischer
Metro Loan
Metro Hall
Loan, Ky 40202

Dear Ellen:

Scope of Engagement. We are pleased that you have selected us to represent Metro Loan in connection with the Explorer program ^{matters related to}. We will do our best to ensure that you are provided with timely legal advice. This letter will confirm the terms of our agreement to represent you in this matter.

Client Liaison and Firm Liaison. We understand that Ellen Hesen will be our primary contact at Metro Loan in furtherance of this engagement and Kerry Harvey will be the Firm attorney responsible for this engagement.

Staffing and Hourly Rates. Our time and expenses will be charged, as described in this letter, at the normal and customary hourly rates applicable to each attorney or paralegal assigned to work on this matter as established by our Firm from time to time. The current hourly rates for the Members of the Firm ("Partners" herein) and other attorneys who, at this time, have been identified as likely to work on this engagement are as follows:

Kerry Harvey \$ 275
and other Dickinson Wright
Attorneys \$ _____

We may also assign other attorneys within the Firm to work on certain aspects of this matter as needed, and the range of hourly rates for other attorneys and paralegals are as follows:

Partners \$ _____ - \$ _____

Associates \$ _____ - \$ _____

Paralegals \$ _____ - \$ _____

Rate of \$ 275 per hour for All Attorney time

March 17, 2017
Page 2

Our hourly rates are subject to periodic reviews and adjustments, and we reserve the right to revise our hourly rates in accordance with such general Firm reviews. The hourly rates noted above for this engagement will not be adjusted prior to January 1, 2018.

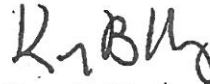
Retainer. Because of the significant resources which the Firm will be required to devote to this project in a comparatively short period of time, the lack of a historic relationship with the Company, and due to the fact that we are likely to incur a significant amount of filing fees/cost advances in connection with this engagement, we have agreed upon an initial retainer in the amount of \$_____ for our services and anticipated costs.

Right to Withdraw from Representation. The Firm reserves the right to withdraw from this representation in the event that invoices are not paid on a timely basis or you have failed otherwise to fulfill your obligations to us.

Standard Terms of Engagement. Dickinson Wright's Standard Terms of Engagement are attached hereto and made a part hereof.

Thank you for selecting our Firm to represent you. We appreciate the confidence you have in us and look forward to working with you on this matter.

Sincerely,



Kerry B. Harvey

I have read the foregoing engagement agreement, and my signature indicates that I agree to all of its terms and fully understand its provisions. The terms of the engagement of the firm as stated above are accepted and approved by:

Ellen M. Nesen
Signature

Ellen M. Nesen
Name

Yvonne Major, Chief of Staff
Title

3/17/17
Date

Dickinson Wright PLLC
Standard Terms of Engagement

We are pleased that you have retained Dickinson Wright PLLC to provide legal services. Below are the standard terms of engagement in relation to any matter on which you retain us, unless otherwise set forth in your engagement letter and subject always to applicable rules of professional conduct. Please review this document carefully and retain it with your files. If you have any questions about how our legal services will be provided, how you will be billed, the scope of our representation or any other matter related to our representation of you, please contact a member of the Firm promptly.

1. *The Scope of Our Services.* Our engagement letter to you sets forth the specific matter for which representation will be provided and the scope of our services. The services we will provide to you may be varied by agreement during the course of the matter. Our services will not include advice on tax-related issues unless and to the extent specifically requested by you and included in the scope of our representation.

At times we may be called upon to express opinions of law or anticipated outcomes. Such opinions are limited by our knowledge of the facts at the time the opinion is rendered, the present state of the law and, at times, factors that are unknown or beyond our control. Although we will use our best professional judgment, we cannot guarantee the outcome of any matter.

2. *Primary Attorney.* The primary attorney(s) responsible for your client relationship with the Firm may, in the exercise of his/her/their professional judgment, involve other attorneys (including other members or associates), paralegals or non-legal professionals possessing special knowledge or experience to improve efficiency.

Our invoices for services may reflect time and professional services rendered by attorneys or other legal personnel associated with the Firm's international or other affiliate(s). Such attorneys, who are licensed in other jurisdictions, are consulted and serve as legal advisors to the Firm based on their licensed status in such jurisdictions and expertise in particular legal specialties.

3. *The Client.* Dickinson Wright PLLC will provide representation for only the person(s) or entity identified in our engagement letter. In matters related to corporations, partnerships and other entities, unless otherwise agreed in writing, our representation does not extend to officers, directors, employees, shareholders, partners, members or other individuals. Additionally, unless otherwise agreed in writing, our representation of an entity does not extend to its affiliates (such as parent, sister or subsidiary corporations).

4. *Basis of Our Charges.* Unless other arrangements are made, our billing for legal services will be on a per hour basis. Our standard hourly rates will apply in the absence of any other agreement, and details of the hourly rates for the attorneys working on your matter(s) are available upon request. Our hourly rates are subject to periodic reviews and adjustments and we reserve the right to revise our hourly rates in accordance with such general Firm reviews.

The Rules of Professional Conduct generally permit a law firm to consider the following factors in addition to regular hourly rates: the novelty and difficulty of the question involved; the skill requisite to perform the legal services; the likelihood that acceptance of a particular matter will preclude other representation; the fee customarily charged in the locality for similar services; the risk assumed by the firm in performing certain types of work, and the amount involved and results obtained. Time limitations imposed by the client or by other circumstances may also be considered in determining an appropriate fee. We reserve the right to consider all of these factors and submit a billing or billings in excess of the hourly rates quoted above.

We are often asked to provide estimates regarding the cost of our representation on a given matter. We are pleased to provide such estimates when, in our professional judgment, they can be made. Unless we agree in writing to perform a specific project for a fixed fee, an estimate will not represent a maximum, minimum or agreed charge.

5. *Reimbursement of Costs and Expenses.* In addition to our hourly fees, we may incur costs and disbursements on your behalf for which you will be obligated to reimburse us. It is our Firm policy to submit invoices for costs and disbursements charged by third parties in excess of \$1,500 to you for direct payment. Costs and disbursements of third parties incurred by the Firm on your behalf are billed without any administrative add-on. Costs incurred internally on your behalf are generally charged at predetermined standard rates: \$0.20 per copy, \$2.00 per first page, \$1.00 per subsequent pages for faxes and \$12.00 per month for each gigabyte of data stored in our litigation support document database. Computerized legal research (CALR) charges are billed at our legal research providers' standard retail rates. Please note, however, that the Firm pays for CALR on an annual Firm-wide fixed fee basis. Long distance phone charges are billed at tariff rates.

6. *Frequency of Billing.* We will bill you monthly for time and disbursements. Remittance within 30 days is expected. We reserve the right to impose a charge of 1% per month on accounts which are not paid within such 30-day period. If you have any questions on any invoice, please raise them with the member primarily responsible for the matter as soon as possible. If any portion or element of an invoice is questioned, the remainder of the invoice is to be paid within 30 days.

7. *Retainers.* Unless otherwise set forth in the engagement letter, it is understood that Dickinson Wright PLLC may withdraw amounts from the retainer at any time as may be necessary to satisfy outstanding invoices. If at any time the retainer proves insufficient to cover past due

invoices or falls below the agreed amount, you will be called upon to replenish the retainer amount. Any unused portion of the retainer remaining after all legal services have been paid for will be refunded.

8. Conflicts of Interest. Conflicts of interest are a concern for Dickinson Wright PLLC and the clients we represent. We attempt to identify actual and potential conflicts at the outset of any engagement and may request that you sign a conflict waiver before we accept an engagement from you. Occasionally, other clients or prospective clients may ask us to seek a conflict waiver from you so that we can accept an engagement on their behalf. Please do not take such a request to mean that we will represent you less zealously; rather, that we take our professional responsibilities to all clients and prospective clients very seriously.

Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that is consistent with our professional responsibilities.

We will not represent any other client on any matter on which we are representing you unless we have your express agreement that we may do so and where permitted to do so by the applicable jurisdiction's Rules of Professional Conduct.

We may also act generally for another client which, for you, is a market competitor.

9. Liability Insurance Coverage. It is your responsibility to ascertain whether you are covered by any relevant insurance in respect of either liability or legal expenses. If so, you are responsible to notify your insurer(s) of the claim or potential claim and our involvement as soon as possible. It is also your responsibility to inform us if you believe that you have insurance coverage for the specific matter for which we have been retained.

10. Termination of Representation. You may terminate our representation at any time, with or without reason. We have a right to discontinue providing services under certain circumstances, such as your failure to fulfill your financial obligations to us. Your termination of our representation in no way relieves you of the obligation to pay for legal services that have been provided prior to the time of termination and that are necessitated to make an orderly transfer of our file materials.

Upon termination of our representation for any reason, we will return your papers, documents and other property to you upon receipt of your request for them. We may, and likely will, retain a copy of the materials returned to you. If you have outstanding invoices owing to the Firm, we may have the right to retain your documents if they are properly subject to a lien.

At such time as we have completed the scope of work for which we have been retained, we will consider our representation to have ended. If you later retain us to perform further or additional work, our future representation will be subject to the terms of and understanding set forth herein, unless other terms and conditions are expressly agreed to.

11. Records Retention. Subject to paragraph 10 above, any materials belonging to you will be returned to you at the conclusion of the engagement. Following the engagement, in accordance with Firm policies, applicable law and the applicable jurisdiction's Rules of Professional Conduct regarding ownership of files and file retention, we will retain our files relating to this matter for a period of years, after which time the files may be destroyed. We will make reasonable efforts to notify you prior to the destruction of any files. A reasonable charge may be imposed for any special requests pertaining to disposition or handling of our files.

12. E-Mail and Cellular Phone Authorization. Dickinson Wright PLLC is able to communicate with clients via electronic mail over the internet ("e-mail") and many of our attorneys utilize cellular phones. With e-mail, current technology cannot eliminate the risk that confidences and/or secrets otherwise protected by attorney/client privilege may be viewed by unauthorized third parties and the privilege thereby lost. As to both means of communication, sensitive, confidential and proprietary materials of the client may be intercepted by unauthorized third parties. Please be advised that in connection with the use of e-mail and cellular phones, (a) there is the risk of the loss of the attorney/client privilege and that sensitive, confidential or proprietary material may be inadvertently disclosed to unauthorized third parties; (b) the Firm standard for e-mail encryption is Transport Layer Security (TLS) protocol; and (c) you have the right to specifically direct Dickinson Wright PLLC not to send the client sensitive, confidential or proprietary materials via e-mail or to utilize a cellular phone when communicating.

Unless you specifically provide direction to the contrary, your acceptance of our engagement letter will indicate your review of this policy statement on the use of e-mail and cellular phones and will specifically authorize Dickinson Wright PLLC to utilize e-mail, to send information over the internet to communicate with you and with third parties, and to utilize cellular phones. By engaging our Firm, you agree to assume the risk of inadvertent disclosure and the risk of the loss of attorney/client privilege as it relates to information being transmitted. You retain the right to direct Dickinson Wright PLLC not to send specific items of information via the internet, by e-mail or over a cellular phone. This authorization shall remain in effect until revoked in writing.

Please feel free to contact the attorney at the Firm responsible for the matters you have engaged us to address on your behalf if you have any questions regarding this policy.