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SENT VIA EMAIL @ [\[nickoli.greg@pctc.k12.oh.us\]](mailto:nickoli.greg@pctc.k12.oh.us)

Pioneer Career & Technology Center Board of Education  
c/o Greg Nickoli, Superintendent  
Pioneer Career & Technology Center  
27 Ryan Road  
Shelby, Ohio 44875

**Re: Engagement Letter for Construction Counsel Services**

Dear Greg:

The Cullimore Law Firm (the "Firm") is pleased to provide construction counsel services for the Pioneer Career & Technology Center Board of Education (the "Board"). The services relate to advising the Board and drafting legal documents related to the design and construction of a project being performed under the State of Ohio Career Technical Construction Program (the "Matter"). This engagement is limited to the Matter unless additional services are requested and a new engagement is executed. If additional services are provided and documented as an engagement without a formal executed engagement letter, the terms of this letter will apply.

This letter is to set forth the nature of this engagement and the terms and conditions of the Firm's representation of the Board. The Firm and the Board understand that the Firm will represent the Board for this and any future engagement, and is not representing any individual working for or affiliated with the Board unless such representation is provided in a separate written engagement. For this engagement the Firm will communicate with you as the primary contact for the Board.

The Board agrees to fully cooperate with the Firm on this Matter. As such, the Board agrees that it will fully and accurately disclose to the Firm all facts and documents that may be relevant to the Matter. If the Firm requests documents from the Board, the Board agrees to provide those documents.

If the Firm expresses any opinions or beliefs during the course of the Matter or provides or recommends any course of action be taken, or that a certain outcome may be anticipated, the Board understands that this is only an opinion that is based on information provided to the

Firm at the time. The Board understands that no such opinion or belief is a promise or guarantee.

The Firm's representation of the Board will terminate at the completion of the Matter, upon the Firm sending a final invoice, or upon the independent or mutual termination of the services provided by the Firm. Either the Firm or the Board may terminate this engagement at any time. However, the Firm is subject to rules of professional responsibility that may require the Firm to continue representation in a Matter subject to the approval of a court to withdraw, or other requirements that the Firm may be subject to under the rules, requirements, or laws to which the Firm is subject.

Upon termination or completion of this Matter, the Firm will have no ongoing responsibility or obligation to continue to advise the Board, whether it relates to new information, documentation, or changes in the law.

The Firm represents many entities engaged in the construction, environmental, utilities, economic development, land use, business, and public law industries. As a result, the Firm has run a conflicts check in preparation for this engagement and no conflicts have been identified. If a conflict is later discovered, the Firm and the Board will discuss such conflict and how to proceed with the Matter, which may involve the withdrawal of representation or the waiver of any conflict for necessary parties. Because of the representation the Firm may provide to other clients in these industries, the Board agrees to waive any such conflict that may be discovered in the future and will not use this Matter as a conflict of interest when such future representation of the Firm is unrelated to the Matter. This waiver will not apply if the Firm has been provided proprietary or confidential information of the Board that could be used against the Board. If this situation occurs, the Firm and the Board will discuss the conflict and the Firm will take measures as permitted by the rules or laws of the state of Ohio to eliminate or avoid such conflict.

The Firm bills clients by the hour for services rendered. The Firm will bill the Board at a rate of not more than \$250/hour, plus out-of-pocket disbursements. The Firm will issue invoices monthly and invoices are due and payable upon receipt. Invoices will include a narrative of the work provided, the hours for such work, and a description of the out-of-pocket disbursements incurred, if any.

Out-of-pocket disbursements include travel expenses, long distance telephone charges, telecopy charges, delivery fees, copying charges, filing fees, and other similar costs.

No retainer is required for this engagement.

If the Board agrees to the terms and conditions of this representation, please sign one copy of this letter and return it to me either through the mail or via email. I appreciate your interest in retaining the Firm as your legal counsel for this Matter, and I look forward to continuing our working relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "Desmond J. Cullimore".

Desmond J. Cullimore  
The Cullimore Law Firm, LLC

Pioneer Career & Technology Center Board of Education

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_