CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "***Agreement***"), effective as of the 1st day of August 2018 (the "***Effective Date***"), is made between the CITY OF LAKEWOOD, OHIO, an Ohio municipal corporation (the "***Client***"), and MCCAULLEY&COMPANY LLC, an Ohio limited liability company ("***Company***").

In consideration of the mutual promises set forth in this Agreement, the Client and Company hereby agree as follows:

1. *Retention; Performance of Services*

1.1 The Client hereby retains Company commencing as of the Effective Date and ending July 31, 2019, unless terminated in accordance with Section 9 of this Agreement.

1.2 Company shall provide to the Client those services described on Exhibit A attached hereto (the "Services"). Subject to Sections 1.3 and 3, the Services shall be provided in accordance with the timetable agreed upon by the Client and Company.

1.3 The Client agrees that Company's performance of the Services is dependent on the Client's timely and effective cooperation with Company. Accordingly, the Client acknowledges that any delay by the Client may result in Company being released by Client from any obligation or scheduled deadline under this Agreement. Company shall not be responsible for delays or failures in performing or completing the Services if such delay or failure arises out of causes beyond its control. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, riots, insurrections, quarantine restrictions, restraint of government or people, shortages of labor, materials or supplies, earthquakes, electrical outages, computer or communication system failures, severe weather and acts or omissions of subcontractors and third parties.

2. *Compensation*

2.1 Company will be paid a monthly fee for its Services in the amount of $3,500.00 (the "***Base Fee***"). Invoices will be payable on the first day of each month. The Client will be invoiced on or about the 20th day of each month for the Base Fee for the Services to be provided during the following month.

2.2 The Base Fee shall be subject to adjustment to reflect any Change Orders (as defined below) to the Services.

2.3 The Client shall reimburse Company for expenses incurred in providing the Services, including, but not limited to, expenses relating to postage and express mail service, copying, printing or other duplication, production of submission forms and documents, and reasonable expenses for any travel outside of Cuyahoga County, Ohio (in which case mileage will be reimbursed at the then current IRS rate). Such expenses will be detailed as incurred on invoices submitted by Company and payable upon the same terms as the Base Fee.

2.4 Any payment owed to Company under this Agreement pursuant to an invoice delivered to the Client by Company that is not paid when due, shall accrue interest thereon from the original due date of such obligations until it is paid in full at a rate equal to 1.5 percent (1.50%) compounded monthly.

3. *Changes to Services*

The Client may, with the approval of Company, issue written directions (a "***Change Order***"), which may change the manner or timetable of performance of the Services or include additional work which was not originally included in the scope of the Services. No Change Order shall be effective to modify the terms of this Agreement unless signed by the Client and approved in writing by Company, which approval may be conditioned upon adjustment to the Base Fee or the timetable of production of the Services. All Change Orders approved by Company shall be applied on a prospective basis and shall have no retrospective effect.

4. *Standard of Care*

Company shall perform the Services in accordance with generally accepted industry standards, using personnel possessing competency consistent with such standards. No other representation, express or implied, and no warranty or guarantee is included in or implied by this Agreement or any report, opinion, deliverable, work product or document delivered in connection with the Services. Subject to the standards set forth herein, Company may hire or retain subcontractors to assist with providing the Services to Client.

5. *Ownership of Work Product, Scope of Use*

All work product delivered by Company to the Client pursuant to the terms of this Agreement shall be the sole property of the Client, and shall not be used, reproduced or displayed by Company without the prior written consent of the Client. Nothing in this Agreement, however, shall prohibit or limit Company's ownership and use of ideas, concepts, know-how, methods, models, technical data, techniques, computer programs, skill knowledge and experience that were used, developed or gained in connection with this Agreement or the provision of the Services.

6. *Limitation of Liability*

6.1 Company's liability for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the Base Fee received by Company from the Client for the particular Service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, Company shall not be liable for any special, indirect, consequential (including economic losses, such as profits or loss of use), and punitive damages.

6.2 The Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Company, upon receipt of written notice, to (i) use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Company is at fault, or (ii) return to the Client the Base Fee received by Company for the particular Service provided that gives rise to the claim, subject to the limitation contained in

Section 6.1. The Client agrees that it will not allege that this remedy fails its essential purpose. The Client shall give Company written notice within one (1) year of obtaining knowledge of the occurrence of any claim or cause of action which the Client believes that it has, or may seek to assert or allege, against Company, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by Company with respect hereto. If the Client fails to give such notice to Company, the Client shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding.

6.3 Each of the Client and Company recognizes and agrees that the obligations of the other under this Agreement does not and shall not constitute personal obligations of any of the officers, directors, members, employees, agents, advisors, beneficiaries, managers, partners, or affiliates of such party (the "Ownership Parties"), and the Client and Company agree that neither shall bring any claim against or assert any personal liability on the part of any Ownership Parties, and shall look solely to the Client or Company, as applicable, for satisfaction of any claim under this Agreement.

7. *Third Party Claims; No Liability of Company*

To the maximum extent permitted by law, the Client agrees that Company, the Ownership Parties, and any subcontractors shall not be liable for any claims, demands, actions, fines, penalties, liabilities, losses, taxes, damages, injuries and expenses (including, without limitation, reasonable attorneys' fees and consultants' fees and costs) (collectively, "Damages") in any manner related to or arising out this Agreement or resulting from the use by any of Company, the Ownership Parties, any subcontractors or Client, in connection with providing the Services, of any materials or images furnished by the Client. The Client represents that to the best of its knowledge, no materials, information or images delivered by the Client to Company in connection with this Agreement is subject to any claims of infringement.

8. *Assignment*

This Agreement shall be binding upon and inure to the benefit of the Client and Company and their respective successors, and permitted assignees. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

9. *Termination*

At any time during the term of this Agreement, either party may terminate this Agreement by mailing to the other party at the address set forth in Section 11 at least thirty (30) days prior written notice of such termination. In the event termination is by the Client, Company shall be paid for the Services rendered and expenses incurred through the date of termination. The provisions of Sections 5, 6, and 7 shall survive the expiration or termination of this Agreement for any reason.

10. *Independent Contractor*

The parties acknowledge and agree that Company is, and will remain, an independent contractor of Client and not an employee, joint venturer or agent of Client.

11. *Notices*

Any notices delivered pursuant to this Agreement shall be given by personal delivery, overnight courier or certified mail, return receipt requested, postage prepaid, at the following addresses, or such other address as designated in a writing to the other party:

Company:	McCaulley&Company LLC 20852 Endsley Avenue Rocky River, Ohio 44116 Attention: Justin R. McCaulley
Client:	City of Lakewood 12650 Detroit Avenue Lakewood, Ohio 44107 Attention: Mayor Michael Summers

Notices will be considered delivered (i) on the day of personal or electronic delivery, (ii) one business day after deposit with an overnight carrier, and (iii) three business days after deposited with the U.S. Postal Service.

12. *Entire Agreement*

This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement.

13. *Amendments*

This Agreement shall not be modified, in whole or in part, except by a written agreement signed by Company and the Client.

14. *Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of law.

15. *Severability*

If any provision of this Agreement is held by an court or arbitrator with jurisdiction over this Agreement to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.

16. *Counterparts*

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Next page is signature page.]

IN WITNESS WHEREOF the undersigned have duly executed this Agreement as of the date first above written.

CITY OF LAKEWOOD

By: _____
Name: ~~Michael P. Summers~~ Kevin M. Butler
Title: ~~Mayor~~ Acting Mayor 8/6/18

MCCAULLEY&COMPANY LLC

By: _____
Name: Justin R. McCaulley
Title: President

Approved As To Legal Form:

_____
Director of Law, City of Lakewood

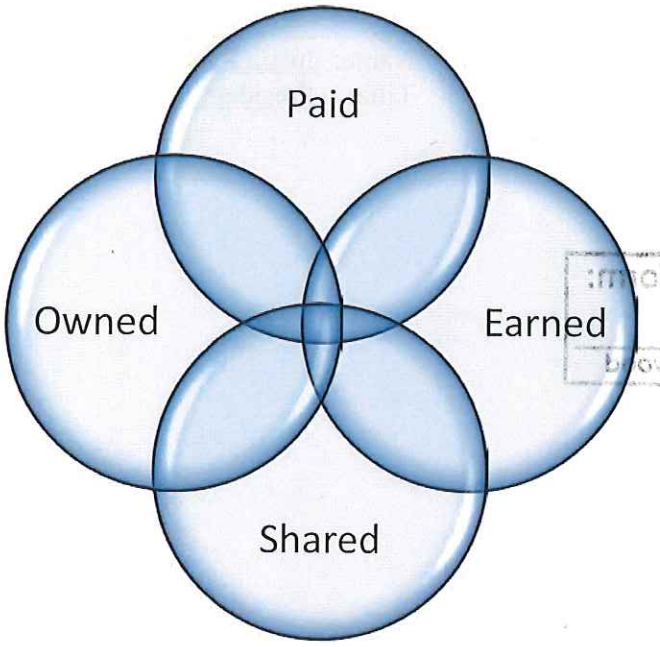
EXHIBIT A

Scope of Services

McCaulley&Company will provide the City of Lakewood the following public relations services for the Initiative:

Content Creation

McCaulley&Company will create content for the City of Lakewood for social media and traditional news media, as further outlined below, for immediate, already-identified stories. McCaulley&Company applies the PESO (*i.e.*, Paid, Earned, Shared, and Owned media) structure to guide and integrate its communications services. McCaulley&Company will provide the City of Lakewood support with uncovering opportunities within these four categories of media to help the City increase and improve its stature and communication efforts.



Content Management

McCaulley&Company will work with the City of Lakewood to create and manage a steady and engaging stream of customized original content and relevant external content.

Content Calendar

McCaulley&Company will provide the City of Lakewood support in creating a content calendar to plan and organize upcoming content, and will assist with pursuing stories and images for social media posts utilizing the City of Lakewood's current social media channels.

Channels

McCaulley&Company will manage the City of Lakewood's existing media channels and monitor for new entrants to engage specific populations, as appropriate to demographic data. Channels like Facebook, Twitter, and Instagram are already known to the community as sources for City content. McCaulley&Company would look to leverage these existing channels and their target demographics while complementing with new channels to expand the reception of stories and messages the City seeks to distribute.

Tools

McCaulley&Company will coordinate with the City of Lakewood to use tools it has already engaged. McCaulley&Company would also recommend platforms for content creation and management, such as Hootsuite, Buffer, and MeetEdgar. With the use of these tools, the City of Lakewood would increase its positive social media updates regarding its projects and programs. Additionally, the City would increase and improve awareness of the City of Lakewood as a leading community in Northeast Ohio with a dedicated and innovative local government that is attuned to the needs of its residents.

Media Relations

McCaulley&Company will provide the City of Lakewood support with traditional local news outlets by providing them with frequent and fully-developed news stories. These stories will be developed by McCaulley&Company in collaboration with the City of Lakewood's department directors. These positive news stories appearing in print, television, and radio would increase and improve the City's influence on local leading news outlets. Similarly, a "push" strategy of media coverage will increase and improve awareness of the City of Lakewood as a leading community in Northeast Ohio with a dedicated and innovative local government that is attuned to the needs of its residents.

Work Plan

McCaulley&Company will partner with the City of Lakewood to increase, improve, and accelerate positive coverage of the City's work and assets. The two organizations will accomplish this together in the following fashion:

- McCaulley&Company reviews the City of Lakewood's current public relations strategy including content shared through social media channels and traditional news media outlets
- McCaulley&Company meets with City of Lakewood department directors to discuss current and upcoming noteworthy content opportunities (bi-weekly)
- McCaulley&Company distills a flexible, 60-day content calendar (monthly)
- City of Lakewood reviews and confirms the prioritized list (as-needed)
- McCaulley&Company links the content calendar with appropriate social media channels through automated content planning tools, e.g., Hootsuite, Buffer, MeetEdgar (bi-weekly)
- McCaulley&Company engages department directors to share stories beyond the bi-weekly meetings
- McCaulley&Company coordinates with the Mayor's office to pass along appropriate stories, events, and announcements with traditional news media outlets (daily)

To support this public relations strategy, McCaulley&Company will schedule regular meetings with department directors and the Mayor's office. This Initiative will elevate the stature of the City of Lakewood to a leading voice on topics relevant to both the City of Lakewood community and Greater Cleveland. These meetings will occur bi-weekly, at minimum, and the regularity of appearing and updating McCaulley&Company to assist in content creation will produce a trusting relationship for sharing newsworthy stories.

Outcomes

McCaulley&Company defines the work we do for our clients in terms of "More/Better/Faster". No matter how our clients define success, we support their missions and operations through increases in quantity, improvements in quality, or acceleration in rate for their desired outcomes.

McCaulley&Company will increase and improve awareness and recognition of the City of Lakewood's everyday successes in addition to the City's strengths, goals, activities, and accomplishments. This will include a combination of earned news coverage, owned website and social media content, shared content from appropriate sources, and paid advertising, where appropriate. This Initiative will lead to the following outcomes:

- More: The Initiative will lead to more positive coverage and visibility through social media and news media of relevant stories that are currently going unnoticed.
- Better: The Initiative will lead to better content creation and improved community awareness of their local government at work. The Initiative will also lead to better relationships with local news media outlets.
- Faster: The Initiative will lead to faster community awareness of positive developments and to faster response and remediation of crisis situations in the community.