



ROCKMILL
Financial Consulting LLC

Mr. W. Cooper Martin, Treasurer-CEO
Richmond Heights Local School District
447 Richmond Rd
Richmond Heights, Ohio 44143

July 30, 2020

Re: General Financial Consulting Services Agreement

Dear Mr. Martin,

On behalf of Rockmill Financial Consultants, LLC ("we" or "Rockmill Financial"), we wish to thank you for the opportunity to serve as financial consultant to the Richmond Heights City School District (the "District" or "Client"). This Agreement will establish the terms and conditions under which Rockmill Financial will provide financial consulting services to the District.

1. Consulting Services provided by Rockmill Financial. The Client hereby engages Rockmill Financial to serve as Financial Consultant to the Board of Education. In such capacity, Rockmill Financial agrees to provide information as to the various financing options available to the District, including, but not limited to, the following services:
 - Develop an overall strategy for securing both a capital (P.I. levy) and operating levy;
 - Attend any meeting, as requested by the Board, administrator, or committee chairpersons;
 - Research, review, and analyze statistical and demographical information regarding the District;
 - Review and present specific funding and timing options available to the District's administration;
 - Help identify revenue, savings, and/or cash that will support operations or the repayment of any financings;
 - Review and provide advice related to the five year forecast;
 - Attend Board meetings to review and explain all aspects of the financial options;
 - Attend community meetings to review and explain all aspects of the financial options; and
 - Work with staff to create informational releases related to the funding options available to the community;

Fees and Expenses for Consulting Services. A flat retainer of \$30,000.00 shall be payable upon execution of this contract for consulting services provided to the Richmond Heights City Schools Board of Education for the period of time beginning at the execution of this contract and ending July 30, 2021. Rockmill shall act as municipal advisor to the District on any financings originating directly out of the efforts described above. Fees for the municipal advisory services will be agreed upon by the district and Rockmill at the time the size and scope of the financings can be determined.

Under MSRB Rule G-23, Rockmill Financial will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold during our engagement as municipal advisor, or provide any services typically provided by a placement agent, such as negotiating independently with potential purchasers or taking any binding action on the Client's behalf. Rockmill Financial is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

2. Term and Termination. The term of this engagement shall extend from the date of this Agreement. Notwithstanding the forgoing, either party may terminate Rockmill Financial's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party. If Rockmill Financial's engagement is terminated by the Client, the Client agrees to compensate Rockmill Financial for its out-of-pocket expenses (such as meals, mileage, and lodging) incurred until the date of termination.

3. Information Provided by Client. The Client understands that the consummation of the engagement will be based upon, among other things, the truth, accuracy and completeness of the materials and other information provided to Rockmill Financial. The District agrees that all such materials and information will be true, correct and complete, and that it will update such information during the course of the engagement, as appropriate, and that all projections provided by the Client will have been prepared in good faith and based upon reasonable assumptions. The Client acknowledges and agrees that Rockmill Financial will rely upon such materials, information and projections without independent verification.
4. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.
5. Non-Discrimination. Rockmill Financial, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with and the confidence you have placed in us.

Very truly yours,

ROCKMILL FINANCIAL CONSULTING, LLC

By: _____

David J. Conley

Richmond Heights City School District, Ohio

Accepted this ____ Day of _____

By: _____

Title: Treasurer-CFO