

RECORD OF ORDINANCES

Resolution No. 2022-95

Passed DECEMBER 21, 2022

SPONSOR: FINANCE COMMITTEE

A RESOLUTION TO PROVIDE LEGAL SERVICES FOR THE VILLAGE OF MOGADORE AND CONFIRMING THE APPOINTMENT OF JASON D. DODSON AS LAW DIRECTOR, AND DECLARING AN EMERGENCY

WHEREAS, Council has agreed to authorize an agreement and to further approve this appointment of JASON D. DODSON as Law Director.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Mogadore, Counties of Portage and Summit, Ohio as follows:

SECTION 1: Jason D. Dodson is hereby appointed as Law Director of the Village of Mogadore effective January 1, 2023.

SECTION 2: The Mayor is authorized and directed to enter into an agreement with Jason D. Dodson to provide legal services to the Village for one (1) year and beyond, in accordance with the fees, scope of services, and billing rate contained in the agreement, which is attached as Exhibit "A" and incorporated into this Resolution as though fully rewritten herein.

SECTION 3: The Law Director shall be paid compensation as provided in the agreement attached hereto as Exhibit "A."

SECTION 4: All prior resolutions and ordinances that relate to or in any way conflict with this measure are hereby repealed and rescinded.

SECTION 5: That it is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in a duly noticed virtual, open meeting of this Council and that all deliberations which resulted in formal action were taken in meetings open to the public, in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience, and welfare of the Village of Mogadore and the inhabitants thereof, and for the further reason that this Resolution must be immediately effective in order to provide for the immediate legal services provided for herein, which are necessary to preserve and protect the legal interests of the Village. This Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

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Passed DECEMBER 21, 2022

Michael Roderick 12-21-22
President of Council Date

Michael A. Pi 12-21-22
Mayor Date

Attest:

[Signature]
Clerk-Treasurer

December 14, 2022

VIA E-MAIL ONLY

Mayor Michael A. Rick
Village of Mogadore
135 S. Cleveland Ave.
Mogadore, OH 44260

Re: Representation of the Village as Village Solicitor

Dear Mayor Rick:

I am pleased to present this engagement letter to you, on behalf of the Village of Mogadore (“Village”) for Roetzel and Andress, LPA (“Roetzel”) to furnish legal services and counsel to the Mayor and Council as Village Solicitor. Such legal services include, but are not limited to, providing advice and counsel to the Mayor, Council and other officials of the Village; attendance at Village Council meetings and other Village meets at the discretion of the Village; drafting and reviewing legislation presented to Village Council; preparing and reviewing contracts wherein the Village is a party; representing the Village on employment and labor matters; representing the Village on real estate, zoning, planning and land-use matters; representing the Village on matters involving litigation; and representing the Village on other legal matters at the discretion of the Village. The provision of our legal services would commence on January 1, 2023 and continue until December 31, 2023, unless continued or terminated prior to that time by the Village.

Legal Fees and Invoices

This matter involves difficult issues which will require a high degree of skill. Fees for our services will be based on the actual time expended by each attorney, legal assistant, or other support personnel working on your matter multiplied by each person’s respective hourly billing rate in effect at the time. Fractions of hours are computed in periods of not less than one-tenth (1/10) of an hour. For this matter, we will charge an hourly rate of \$165.00 for services rendered under this engagement to the Village. Hourly rates are subject to change from time to time. Please note that for some matters, including specialty litigation and municipal financing, rates for the attorneys involved may be higher than the amount stated in this paragraph. In such event, we will propose at the time a separate engagement setting out such financial terms.

Bills for our services and disbursements will be sent on a monthly basis. Payment is due upon receipt of each bill. Interest at the rate of 1½% per month will be charged on any invoice outstanding over 45 days. In addition, we reserve the right to discontinue our representation in the event monthly billings are not paid within 30 days of presentation to you.

We will not charge you for routine costs and expenses such as copying charges, facsimile charges, travel mileage, parking, etc. In the event we incur non-routine costs and expenses such as filing fees, airline tickets, lodging, etc., then we will invoice those costs back to you, if needed. While we will pay for many of these non-routine costs incurred in your matter and bill you, our firm policy is that we cannot pay for costs of \$1,500.00 or above. Invoices for costs of \$1,500.00 or more will be forwarded to you for direct payment.

It is difficult to precisely anticipate the amount of our time that will be required for this engagement and the amount of fees and disbursements that will be incurred. At any time during the course of our engagement, we welcome the opportunity to discuss with you the fees and expenses incurred or to be incurred and will try to minimize such amounts. Sometimes this will require the reassessment of your strategic goals and tactical methods. We are always prepared to reevaluate approaches, whether it be for cost reasons or otherwise. If you have any questions at any time about our bill or our services, please contact me. Typically, questions are easily resolved.

Additional Terms of Engagement

Either of us may terminate our engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event the engagement is terminated, we will take such steps as are reasonably practicable to protect your interests. Unless previously terminated, our representation will terminate upon our sending you our final statement for services rendered. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you. Our own files, including lawyer work product, pertaining to the matter will be retained by the firm. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Our firm maintains a file retention policy. If at the conclusion of this representation you desire to have the file rather than having it go to storage, please affirmatively notify us in writing of that choice at the time you execute the engagement letter or at the time that this matter is closed. At the closing of this matter, the file will be sent to storage and kept for a period consistent with the Roetzel & Andress file retention policy and thereafter it will be destroyed.

As a client, non-public personal information you provide us is kept confidential and protected from disclosure without your permission under the doctrine of attorney/client privilege,

which is a stringent professional standard. Under this doctrine, we have an ethical and legal obligation not to disclose, without your permission or as may be required by law, any personal non-public information you provide us. Disclosures which may be permitted, for instance, may include providing information to persons who need that information to assist us in providing services to you and utilizing outside document reproduction services. In all such situations, we stress the confidential nature of the information.

Agreement and Execution

Should this engagement letter be acceptable to you, please sign a copy of this letter and return it to my attention.

Thank you for the opportunity to provide legal services to the Village, and I look forward to working with you on this matter. If you should have any questions regarding this engagement letter, please do not hesitate to contact me.

Sincerely,
ROETZEL & ANDRESS, LPA



Jason Dodson

The foregoing proposal for legal services is agreed to as of the date set forth below:

Village of Mogadore, Ohio
By: Michael A. Rick
Name: Michael A. Rick
Title: Mayer
Date: 12-21-22