

RECORD OF ORDINANCES

Resolution No. 2023-98

Passed DECEMBER 20, 2023

SPONSOR: FINANCE COMMITTEE

A RESOLUTION CONFIRMING THE RE-APPOINTMENT OF JASON D. DODSON AS LAW DIRECTOR OF THE VILLAGE, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ROETZEL & ANDRESS, LPA. TO PROVIDE LEGAL SERVICES FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 8.01 of the Village's Charter, the Law Director shall be an attorney-at-law, in good standing and admitted to practice in the State of Ohio, who shall be appointed by the Mayor and confirmed with the affirmative vote of at least five (5) members of this Council to a term of no more than two (2) years; and

WHEREAS, the Mayor has recommended the re-appointment of Jason D. Dodson as Law Director for the Village for a two-year term commencing January 1, 2024 and continuing until December 31, 2025; and

WHEREAS, the Mayor has further proposed entering into an agreement with the firm of Roetzel & Andress, LPA for the provision of legal services for the aforementioned term, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to confirm the re-appointment of Jason D. Dodson as Law Director for the Village and to authorize the Mayor to execute the aforementioned agreement for legal services.

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

SECTION 1: The re-appointment of Jason D. Dodson as Law Director of the Village of Mogadore effective for a two-year term commencing January 1, 2024, and continuing until December 31, 2025.

SECTION 2: The Mayor is hereby authorized and directed to enter into an agreement with the law firm of Roetzel & Andress, LPA, a copy of which is attached hereto as Exhibit A, to provide legal services to the Village for the period of January 1, 2024, until December 31, 2025 in accordance with the fees, scope of services, and billing rate contained in the agreement.

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SECTION 4: All prior resolutions and ordinances that relate to or in any way conflict with this measure are hereby repealed and rescinded.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

RECORD OF ORDINANCES

Resolution No. 2023-98

Passed DECEMBER 20, 2023

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 hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately authorizing the re-appoint of the Law Director before the expiration of the current term, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

Michael Raddish 12-20-23
President of Council Date

Phil G. Thi 12-21-23
Mayor Date

Attest:

[Signature]
Clerk-Treasurer



December 10, 2023

VIA E-MAIL ONLY

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

Re: Continued Representation of the Village as Law Director

Dear Mayor Rick:

I am pleased to present this engagement letter to you, on behalf of the Village of Mogadore (“Village”) for Roetzel and Address, LPA (“Roetzel”) to continue to furnish legal services and counsel to the Village as Law Director. Such legal services include, but are not limited to, providing advice and counsel to the Mayor, Council and other officials and employees of the Village; attendance at Village Council meetings and other Village meetings 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.

Our current engagement for these services expires December 31, 2023. This engagement letter will continue our services, commencing upon January 1, 2024, and continuing until December 31, 2025, 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.

Village of Mogadore
December 11, 2023
Page 3

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 Rick
Name: Michael Rick
Title: Mayor
Date: 12-21-23