

RESOLUTION:
ADOPTED:

20-10
October 26 2020

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE A PERSONAL SERVICES CONTRACT FOR LEGAL SERVICES WITH ISAAC WILES BURKHOLDER & TEETOR, LLC

WHEREAS, in November 2018, the Village of Thornville again retained the law firm of Isaac Wiles Burkholder & Teetor, LLC, and in particular, Attorney Brian M. Zets, to serve as its Village Solicitor; and

WHEREAS, the 2018 personal services contract for legal services will expire on November 28, 2020; and

WHEREAS, Council for the Village of Thornville understands and recognizes its need to retain an individual and law firm with a peculiar skill and aptitude to serve as Village Solicitor; and

WHEREAS, Council for the Village of Thornville is extremely pleased with the level of service, responsiveness, and work performed currently by its Village Solicitor, and wants to continue this professional relationship; and

WHEREAS, the law firm of Isaac Wiles Burkholder & Teetor LLC, and in particular, Attorney Brian M. Zets, wants to continue providing legal services to the Village of Thornville, and has agreed to keep rates the same as the previous contracts; and

WHEREAS, Council for the Village of Thornville now wants to retain again the services of Isaac Wiles Burkholder & Teetor, LLC, and in particular, Attorney Brian M. Zets, to serve as Village Solicitor.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Thornville, County of Perry, State of Ohio:

SECTION 1: The Village Administrator and Fiscal Officer are hereby authorized and directed to execute a personal services contract for legal services with Isaac Wiles, in substantially the same format and content, as the document attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: All prior legislation, or parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

SECTION 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any decision-making bodies of the Village of Thornville, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION 4: This Resolution shall take effect at the earliest time allowed by law.

Passed in Council this 26th day of October 2020.



Dan Harmon, Mayor

ATTEST:

Stephanie Reyner
Stephanie Reyner, Clerk of Council

APPROVED:

Approved as to form this 10th day of August 2020

Brian M. Zets
Brian M. Zets, Esq.
Village Solicitor

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (the "Agreement"), is entered into and effective this 29 day of November 2020, by and between Isaac Wiles Burkholder & Teeter, LLC ("Isaac Wiles") and the Village of Thornville (the "Village"), pursuant to Resolution No. 20-10 passed by Village Council on October 26, 2020.

In consideration of the mutual promises contained herein, Isaac Wiles and the Village agree as follows:

- 1. Purpose of Representation.** Pursuant to the laws of the State of Ohio, the Village hereby retains Isaac Wiles, and in particular, Brian Zets, to serve as Village Solicitor for the Village, its officials (elected and appointed), and its employees. As Solicitor, Brian Zets shall be responsible for performing any and all duties pursuant to Village Ordinances and laws of the State of Ohio.
- 2. Scope of Representation.** Isaac Wiles shall, from time when called upon by members of Village Council, or any other Village Official (elected or appointed), render any and all such legal services as Village Solicitor as may be requested, including, but not limited to: legislation preparation; draft and review contracts or other written documents; respond to inquiries; draft legal memoranda; provide legal representation in conjunction with specific transactions; advise the Village on legal issues as may be specifically requested; attend meetings when requested, including, but not limited to, regular and special Council meetings; and perform any other duties as requested by the Village, its Council, or Officials (elected or appointed).
General direction on all legal matters shall be given to Isaac Wiles through Village Council, the Mayor, Village Administrator, and/or Fiscal Officer. Isaac Wiles will perform only such legal services for the Village that are authorized and requested.
- 3. Compensation.** Isaac Wiles shall compile a monthly itemized statement of services rendered, fund advanced, and expenses incurred, and shall submit same to the Village Administrator immediately following the month in which such services were rendered, funds advanced, and expenses incurred for and on behalf of the Village.
The Village shall pay Isaac Wiles for all legal services rendered at an hourly rate. Time devoted by attorneys will be charged at a rate of \$130.00 per hour and time devoted by paralegals will be charged at a rate of \$85.00 per hour. All time will be invoiced in .10/hour intervals. The Village shall reimburse Isaac Wiles for any and all costs advanced on behalf of the Village. The Village also shall reimburse Isaac Wiles for expenses incurred for large copy projects and any necessary courier charges.
Payment is due by the Village upon receipt of the statement. In the event the Village should disagree with, dispute or question the amount stated to be due under any statement which was issued, the Village agrees to communicate such disagreement, dispute or question to Isaac Wiles in writing within 30 days following receipt of such statement. In the absence of such written communication regarding the amount stated to be due under any statement within such time, Isaac Wiles shall be entitled to assume the Village has agreed to the amount of such statement and will pay the same amount within 30 days following receipt of such statement.
- 4. Designation of Village Solicitor.** Brian M. Zets shall be designated as Village Solicitor and shall be the primary attorney and contact person for the Village. All other attorneys at Isaac Wiles are Assistant Solicitors when acting on behalf of the Village.
- 5. Term of Agreement.** It is agreed and understood by and between the Village and Isaac Wiles that the term of this Agreement shall be for two years beginning November 29, 2020, and may be terminated by either Isaac Wiles or the Village upon thirty (30) days' written notice.

6. **Settlement Authority.** No settlement of any nature shall be made for any Village claim or suit without approval of Village Council.

7. **Professional Liability Insurance.** The Solicitor, as well as all Isaac Wiles attorneys providing services on behalf of the Village, shall at all times maintain professional liability insurance in an amount satisfactory to the Village and shall provide evidence of such coverage upon request of the Village.

8. **Conflicts of Interest.** Given the fact that Isaac Wiles represents other Ohio municipalities and non-municipal clients, in addition to the Village, Isaac Wiles will take reasonable efforts to recognize and disclose to the Village any potential conflicts. Isaac Wiles and the Village acknowledge and understand that conflicts of interest between the Village and other clients of Isaac Wiles could occur from time to time. It is possible that during the time Isaac Wiles is serving as Village Solicitor, some of Isaac Wiles's present or future clients will have disputes or transactions with the Village. The Village agrees that Isaac Wiles may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to Isaac Wiles's work for the Village, even if the interests of such clients in those other matters are directly adverse. Isaac Wiles agrees, however, that the Village's prospective consent to conflicting representation shall not apply in any instance where, as a result of its representation of the Village, Isaac Wiles has obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to the Village's material disadvantage.

9. **Applicable Laws.** Isaac Wiles shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements on the performance of the Agreement.

10. **Notice.** All notices and other communications mandated hereunder shall be in writing and will be deemed to have been given if delivered by hand, or on the next business day if delivered by hand, or on the next business day, if delivered by a recognized overnight courier, or when actually delivered if mailed by certified mail, return requested at the following addresses:

If to the Village of Thornville:

Village Administrator
VILLAGE OF THORNVILLE
Municipal Building
P. O. Box 607
Thornville, Ohio 43076

If to Isaac Wiles:

Brian M. Zets, Esq.
ISAAC WILES BURKHOLDER & TEFTOR, LLC
Two Miranova Place, Suite 700
Columbus, Ohio 43215

11. **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent such provision shall be enforceable to the greatest extent permitted by law and the remainder of the Agreement and the application of such provisions to the other persons or circumstances shall be affected thereby and shall be enforced to the greatest extent of the law. The intent of this Section is that if any provisions are found invalid, void, or unenforceable, they are to be severed from the Agreement, and the remaining provisions shall be considered independent, valid, and enforceable.

12. **Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of law principles.

13. **Entire Agreement.** The Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the Village and Isaac Wiles. The Agreement may be amended or modified only by a writing executed by the Village and Isaac Wiles.

14. **Assignment.** The Agreement may not be assigned or transferred in whole or part by either the Village of Isaac Wiles without the written consent of the other. Any purported assignments without the express written consent of the other Parties are void.

15. **Personal Service Contract.** The Village and Isaac Wiles agree the Agreement is, and is intended to be, a "personal service contract" as recognized in R.C. 145.012 and as identified in the Ohio Administrative Code. The Agreement is, and is intended to be, a formal bilateral written contract between the Village and Isaac Wiles, as required by the Ohio Revised Code. The Village and Isaac Wiles agree that since this is personal service contract, no Public Employee's Retirement System deductions will be made from Isaac Wiles's compensation, nor paid to the Public Employee's Retirement System of Ohio.

VILLAGE OF THORNVILLE, OHIO

By: *Traci Sturgill*
Traci Sturgill
Village Administrator

By: *Melissa Tremblay*
Melissa Tremblay
Fiscal Officer

ISAAC WILES BURKHOLDER & TEEFOR, LLC

By: *Mark Landes* *Self Acknowledged*
Mark Landes, Managing Partner

FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

As Fiscal Officer of the Village of Thornville, I do hereby certify the funds in the amount necessary to support this contract have been lawfully appropriated or authorized or directed for the contract between the Village of Thornville and Isaac Wiles Burkholder & Teetor, LLC, for the Agreement and is in the treasury or in the process of collection to the credit of the appropriate fund free from any obligation or certificate now outstanding.


Date *12/10/2020*
Melissa Tremblay
Melissa Tremblay, Fiscal Officer

13. **Entire Agreement.** The Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supercedes all prior negotiations, discussions, undertakings, and agreements between the Village and Isaac Wiles. The Agreement may be amended or modified only by a writing executed by the Village and Isaac Wiles.

14. **Assignment.** The Agreement may not be assigned or transferred in whole or part by either the Village of Isaac Wiles without the written consent of the other. Any purported assignments without the express written consent of the other Parties are void.

15. **Personal Service Contract.** The Village and Isaac Wiles agree the Agreement is, and is intended to be, a "personal service contract" as recognized in R.C. 145.012 and as identified in the Ohio Administrative Code. The Agreement is, and is intended to be, a formal bilateral written contract between the Village and Isaac Wiles, as required by the Ohio Revised Code. The Village and Isaac Wiles agree that since this is personal service contract, no Public Employee's Retirement System deductions will be made from Isaac Wiles's compensation, nor paid to the Public Employee's Retirement System of Ohio.

VILLAGE OF THORNVILLE, OHIO

By: 
Traci Sturgill
Village Administrator

By: 
Melissa Tremblay
Fiscal Officer

ISAAC WILES BURKHOLDER & TETTOR, LLC

By: 
Mark Landes, Managing Partner

FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

As Fiscal Officer of the Village of Thornville, I do hereby certify the funds in the amount necessary to support this contract have been lawfully appropriated or authorized or directed for the contract between the Village of Thornville and Isaac Wiles Burkholder & Teetor, LLC, for the Agreement and is in the treasury or in the process of collection to the credit of the appropriate fund free from any obligation or certificate now outstanding.

Date 12/10/2020

Melissa Tremblay, Fiscal Officer