

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____

ORDINANCE 22-20

AN ORDINANCE AUTHORIZING THE ADMINISTRATOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT WITH ISAAC WILES BURKHOLDER & TEETOR, LLC, WITHOUT ADVERTISING, FOR CERTAIN LEGAL SERVICES FOR THE VILLAGE OF HEBRON, SPECIFICALLY FOR PLANNING AND ZONING.

WHEREAS, it has been determined by the Council of the Village of Hebron that it is necessary to secure certain necessary legal services for Planning and Zoning in the Village of Hebron; and,

WHEREAS, Isaac Wiles Burkholder & Teetor, LLC., has performed the service to the Village Council and Planning & Zoning Board in the past to the satisfaction of the Village of Hebron; and,

WHEREAS, it is hereby determined that the nature of the aforesaid contract involves legal services of a specific nature; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HEBRON, STATE OF OHIO, AND A MAJORITY OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

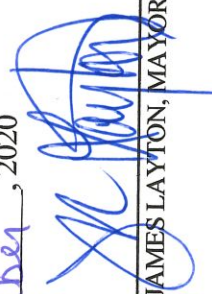
Section I: The Administrator and Fiscal Officer are hereby authorized to enter into a contract with Isaac Wiles Burkholder & Teetor, LLC., without bidding or advertising.

Section II: The compensation for said services shall be in accordance with the contract for services as detailed in the attached Exhibit A, which is hereby incorporated by reference and kept on file in the office of the Fiscal Officer.

Section III: The payment for said engineering services shall be appropriated from the General Fund.

Section IV: The term of this agreement shall be for the 2021 calendar year unless otherwise contracted.

Passed this 9th day of December, 2020



JAMES LAYTON, MAYOR

ATTEST:



DEBORAH MORGAN, FISCAL OFFICER

APPROVED AS TO FORM: Wesley K. Untied, Solicitor

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT (the "Agreement"), is entered into by and between Isaac Wiles Burkholder & Teetor, LLC ("Isaac Wiles") and the Village of Hebron (the "Village"), pursuant to Ordinance 22-20 passed by Village Council on December 9, 2020

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

- Purpose of Representation.** Pursuant to the Codified Ordinances of the Village and the laws of the State of Ohio, the Village hereby retains Isaac Wiles, and in particular, Brian Zets and David Moser, to serve as special counsel for the Village.
 - Scope of Representation.** Isaac Wiles shall, from time to time, when called upon by members of Village Council, or any other Village Official, render any and all such legal services as Special Counsel, as may be requested, including, but not limited to: zoning-related ordinance and document preparation; initiate and defend zoning-related litigation; draft and review zoning-related contracts or other written documents; respond to inquiries; draft legal memoranda; provide legal representation in conjunction with specific zoning-related transactions; advise the Village on legal issues as may be specifically requested; and perform any other duties as requested by the Village, its Council, Village Administrator, or other officials, elected or appointed.
- Isaac Wiles shall attend meetings involving zoning-related matters, regardless of type, when called upon by the Village to do so.
- General direction on all legal matters shall be given to Isaac Wiles through Village Council, the Mayor, Village Administrator, Community Development Coordinator, Fiscal Officer, and/or any Village zoning officials. Isaac Wiles will perform only such legal services for the Village that are requested and authorized.
- Compensation.** Isaac Wiles shall perform all services to the Village at an hourly rate of \$150.00 per hour for all attorneys and \$90.00 per hour for all paralegals and law clerks. Isaac Wiles will bill in .10/hour.

Isaac Wiles shall compile a monthly itemized statement of services rendered, funds advanced, and expenses incurred and shall submit same to the Village's Fiscal Officer immediately following the month in which such services were rendered and funds advanced and expenses incurred for and on behalf of the Village.

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 that 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. **Primary Isaac Wiles contacts.** Brian M. Zets and David Moser shall each be designated as primary attorneys and contact persons for the Village. All other attorneys, paralegals, and law clerks at Isaac Wiles are non-primary attorneys 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 commence upon execution of the Agreement and shall end upon 30 days written notice by either party.
6. **Professional Liability Insurance.** Brian Zets, David Moser, 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.
7. **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 conflict. 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 Special Counsel, some of Isaac Wiles' 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 not substantially related to Isaac Wiles' 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 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.
8. **Applicable Laws.** Isaac Wiles shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and government requirements in the performance of the Agreement.
9. **Notices.** 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 a recognized overnight courier, or when actually

delivered if mailed by certified mail, return receipt requested at the following addresses:

If to the Village of Hebron:

Village Administrator
VILLAGE OF HEBRON
934 W Main Street
Hebron, Ohio 43025

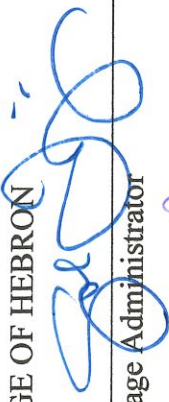
If to Isaac Wiles:

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

10. **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.
11. **Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of laws principles.
12. **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.
13. **Assignment.** The Agreement may not be assigned or transferred in whole or part by either the Village or Isaac Wiles without the written consent of the other. Any purported assignments without the express written consent of the other Party is void.
14. **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 a personal service contract, no Public Employee's Retirement

System deductions will be made from Isaac Wiles compensation nor paid to the Public Employee's Retirement System of Ohio.

VILLAGE OF HEBRON

By: 
Village Administrator

By: 
Deborah Morgan, Fiscal Officer

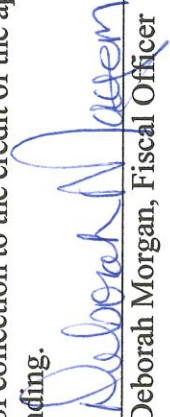
ISAAC WILES BURKHOLDER & TEETOR, LLC

By: _____
Mark Landes, Managing Partner

Fiscal Officer's Certificate of Available Funds

As Fiscal Officer of the Village of Hebron, 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 Hebron 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: 12/9/20

By: 
Deborah Morgan, Fiscal Officer