

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“Agreement”), is entered into and effective this 1st day of January 2017, by and between Isaac Wiles Burkholder & Teetor, LLC (Isaac Wiles) and the City of Pataskala (the “City”), pursuant to Resolution No. 2016-063, passed by City Council on December 5, 2016.

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

1. **Purpose of Representation.** Pursuant to the laws of the State of Ohio, the City hereby retains Isaac Wiles to serve as Law Director for the City and its elected and appointed officials. As Law Director, Isaac Wiles shall be responsible for performing any and all duties pursuant to the City Charter, all City Ordinances and Resolutions, and the laws of the State of Ohio.

2. **Scope of Representation.**

- A. **Routine Law Director Services**

Isaac Wiles shall, from time to time and when called upon by members of City Council or any other City Official (elected or appointed), render any and all such legal services as Law Director as may be requested, including, but not limited to: legislation preparation; prosecute Mayor’s Court; draft and review contracts or other written documents; respond to inquiries; draft legal memoranda; provide legal representation in conjunction with specific transactions; advise the City on legal issues as may be specifically requested; attend meetings when requested, including regular and special Council meetings, Planning Commission meetings, Board of Zoning Appeals, etc.; and perform any other duties as requested by the City, its Council, or Officials, elected or appointed.

Isaac Wiles shall perform all routine law director services for a flat fee of \$12,500 per month.

- B. **Matters Falling Outside Routine Law Director Services**

Isaac Wiles also shall, from time to time and when called upon by members of City Council, any other City Officials (elected or appointed), or Department Head, render any and all such legal services that fall outside the Routine Law Director Services described above, including, but not limited to: civil litigation; collective bargaining; complex real estate matters; and environmental matters. This excludes the service described in Section 2(C),

Isaac Wiles shall render legal services that fall outside Routine Law Director Services at the following hourly rates: \$195 for all partners; \$150 for all associates; \$95 for all paralegals; and \$65 for all law clerks.

C. Licking County Municipal Court Prosecution

Isaac Wiles shall prosecute all misdemeanor criminal charges filed in, or transferred to, the Licking County Municipal Court for criminal and/or traffic offenses (including, but not limited to, zoning violations) committed in the City of Pataskala, whether filed by a member of the City of Pataskala Police Department, the Licking County Sheriff's Office, or the Ohio State Highway Patrol.

Isaac Wiles shall render legal services for Municipal Court Prosecution at the following hourly rates: \$175 for all partners; \$130 for all associates; \$95 for all paralegals; and \$65 for all law clerks. The City and Isaac Wiles shall meet on or about June 15, 2017 to review the costs associated with this service, and make any necessary adjustments to how these services are invoiced.

General direction on all legal matters shall be given to Isaac Wiles through City Council, the Mayor, City Administrator, and/or Finance Director. Isaac Wiles will perform only such legal services for the City that are authorized and requested.

3. **Compensation.** Isaac Wiles shall compile a monthly itemized statement of services rendered, funds advanced, and expenses incurred and shall submit same to the City Administrator immediately following the month in which such services were rendered and funds advanced and expenses incurred for and on behalf of the City.

The City shall reimburse Isaac Wiles for any and all costs advanced on behalf of the City. The City also shall reimburse Isaac Wiles for expenses incurred for large copy projects and any necessary courier/delivery charges.

Payment is due by the City upon receipt of the statement. In the event the City should disagree with, dispute, or question the amount stated to be due under any statement which was issued, the City 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 City 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 Law Director.** Brian M. Zets, an attorney with Isaac Wiles, shall be designated as Law Director and shall be the primary attorney and contact person for the City. All other attorneys at Isaac Wiles are Assistant Law Directors when acting on behalf of the City.
5. **Terms of Agreement.** Is it agreed and understood by and between the City and Isaac Wiles that the term of this Agreement shall be for three (3) years beginning January 1, 2017, and may be terminated by either Isaac Wiles or City Council upon thirty (30) days' written notice.

6. **Settlement Authority.** No settlement of any nature shall be made for any City claim or suit without approval of City Council.
7. **Professional Liability Insurance.** The Law Director, as well as all Isaac Wiles attorneys providing services on behalf of the City, shall at all times maintain professional liability insurance in an amount satisfactory to the City and shall provide evidence of such coverage upon request of the City.
8. **Conflicts of Interest.** Given the fact that Isaac Wiles represents other Ohio municipalities and non-municipal clients, in addition to the City, Isaac Wiles will take reasonable efforts to recognize and disclose to the City, any potential conflict. Isaac Wiles and the City acknowledge and understand conflicts of interest between the City and other clients of Isaac Wiles could occur from time to time. If possible that during the time Isaac Wiles is serving as Law Director, some of Isaac Wiles' present or future clients will have disputes or transactions with the City. The City agrees 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 City. Isaac Wiles agrees, however, the City's prospective consent to conflicting representation shall not apply in any instance where, as a result of its representation the City, Isaac Wiles has obtained propriety or other confidential information of information of a nonpublic nature, that, if known to such other clients, could be used in any such other matter by such client to the City'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 in the performance of the Agreement.
10. **Notice.** All notice and other communication 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 City of Pataskala:

BJ King, Administrator
CITY OF PATASKALA
621 West Broad Street
Pataskala, Ohio 43062

If to Isaac Wiles:

Brian M. Zets, Esq.
ISAAC WILES BURKHOLDER
& TEETOR, 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 enforcement 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 conflict 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 City and Isaac Wiles. The Agreement may be amended or modified only in writing and executed by the City and Isaac Wiles.
14. **Assignment.** The Agreement may not be assigned or transferred in whole or part by either the City or Isaac Wiles without the written consent of the other. Any purported assignments without the express written consent of the other Party is void.
15. **Personal Service Contract.** The City 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 City and Isaac Wiles, as required by the Ohio Revised Code. The City 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.

CITY OF PATASKALA

By: 
BJ King
City Administrator

ISAAC, WILES, BURKHOLDER
& TEETOR, LLC


By: _____
Michael L. Close Esq.
Co-Managing Partner

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.

12/6/16

Date



James Nicholson, Finance Director