



CITY OF PATASKALA

RESOLUTION 2022-091

Passed November 21, 2022

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES WITH ISAAC, WILES & BURKHOLDER, LLC

WHEREAS, earlier this year, in February 2022, the City of Pataskala renewed its agreement with the law firm of Isaac Wiles & Burkholder, LLC, and in particular, Attorney Brian M. Zets, to serve as its Law Director; and

WHEREAS, because the 2022 Agreement for Legal Services has a term of only one year, it soon will expire; and

WHEREAS, Council for the City of Pataskala understands and recognizes the need to retain an individual and law firm with a peculiar skill and aptitude to serve as Law Director; and

WHEREAS, Council for the City of Pataskala is extremely pleased with the level of service, responsiveness, and work performed currently by its Law Director and the other attorneys at Isaac Wiles, and wants to continue this professional relationship; and

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

WHEREAS, Council for the City of Pataskala now wants to retain again the services of Isaac Wiles & Burkholder, LLC, and in particular, Attorney Brian M. Zets, to serve as Law Director for the next two years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF ALL MEMBERS PRESENT CONCURRING THAT:

Section 1: The City Administrator is hereby authorized and directed to execute an Agreement for Legal Services, in substantially the same format and content as the agreement attached hereto as Exhibit A and incorporated herein by reference, with Isaac Wiles & Burkholder, LLC.

Section 2: All prior legislation, or parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.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 the Council and any of the decision-making bodies of the City of Pataskala 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 the Charter of the City of Pataskala.

ATTEST:



Kathy M. Hoskinson, Clerk of Council



Michael W. Compton, Mayor

APPROVED AS TO FORM:



Brian M. Zets, Law Director

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services (“Agreement”) is entered into by and between Isaac Wiles & Burkholder, LLC (“Isaac Wiles”) and the City of Pataskala, Ohio (the “City”), pursuant to Resolution 2022-____, passed by City Council on _____, 2022.

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 City Charter, all City Ordinances and Resolutions, and 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; prosecute zoning cases transferred from 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 meetings, 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 \$12,500.00 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(s), 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.

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.

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 Finance Director 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.** It is agreed and understood by and between the City and Isaac Wiles that the term of this Agreement shall be for two (2) years beginning February 1, 2023, 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. It is possible during the time Isaac Wiles is serving as Law Director, some of Isaac Wiles's 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's 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 of the City, Isaac Wiles has obtained proprietary or other confidential information, or 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 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 receipt requested, at the following addresses:

If to the City of Pataskala:

Tim Hickin, Administrator
CITY OF PATASKALA
621 West Broad Street
Pataskala, Ohio 43062

If to Isaac Wiles:

Brian M. Zets, Esq.
ISAAC WILES & BURKHOLDER, 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 enforced 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 are 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 Ohio 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’s compensation, nor paid to the Public Employee’s Retirement System of Ohio.

CITY OF PATASKALA

By: _____
Tim Hickin
City Administrator

ISAAC WILES & BURKHOLDER, LLC

By: _____
Brian M. Zets
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.

Date

James Nicholson, Finance Director

