

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 12-12

Passed January 30, 2012

1/24/12-gmk
(Finance & Property)

Ordinance No. 12-12

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a professional services Agreement, by and between the City of North Canton ("City") and Morrow & Meyer, LLC ("M&M") to provide legal services to the City, and declaring the same to be an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a professional services Agreement, by and between the City and M&M to provide legal services to the City.
- Section 2. That a copy of said Agreement is attached hereto and incorporated herein as if fully rewritten herein.
- Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified Agreement(s), upon receipt of vouchers duly approved by the proper departmental authority, from appropriations applicable hereto.
- Section 4. That during the pendency of the Agreement, the Director of Law shall serve with no compensation.
- Section 5. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 6. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary for the timely effectiveness of the Agreement; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

North Canton, OH
Passed: 1/30/12


MAYOR

SIGNED: 1/30, 2012

ATTEST:


CLERK OF COUNCIL

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LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of January, 2012, to be effective February 1, 2012, by and between the **CITY OF NORTH CANTON, OHIO**, an Ohio municipality (the "City") and **MORROW & MEYER, LLC**, an Ohio law firm operating as a limited liability company (the "Law Firm");

WHEREAS, The City desires to retain the Law Firm and the Law Firm desires to be retained by the City on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the promises and the mutual agreements made herein, the City and the Law Firm agree as follows:

1. RETENTION AND DUTIES. The City hereby retains and hires the Law Firm as its general legal counsel and the Law Firm hereby accepts such retention. The Law Firm shall perform those duties as are customarily performed by a Director of Law of a municipality including, but not limited to, the following:

- a. Represent the City Council, Mayor and all Department Heads in administrative and legal proceedings ranging from federal to municipal matters;
- b. Manage claims on behalf of, and against the City;
- c. Provide an attorney to attend all City Council meetings, CIC, Planning Commission and Zoning Board of Appeals meetings;
- d. Provide legal advice to City department heads and other City employees in regard to their official duties and responsibilities;
- e. Review and approve contracts, bonds and policies on behalf of the city;
- f. Draft and review ordinances, resolutions, deeds, easements, and other legal documents for the City Council, Mayor, Administrator and other City officials;
- g. Investigate and make recommendations to the City Council on litigation and arbitration matters;
- h. Render verbal and written opinions to City officials;
- i. Communicate legal policies, procedures and decisions to the City Council, Administration, officials and the general public;

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j. Assist department heads to see that all laws and ordinances are faithfully performed;

k. Perform other duties as directed by a majority of Council or are required by the Director of Law under the City Charter; and

l. Work closely with outside legal counsel, Clerk of Council, City Administrator and the Finance Director to gather information to provide to the Council.

m. Assist the City in determining whether it is necessary to hire outside legal counsel to handle legal matters that are beyond the expertise of the Law Firm.

2. TERM. The term of this Agreement shall be for a period of one (1) year commencing February 1, 2012, and terminating January 31, 2013, subject, however, to the termination provisions set forth in paragraph 5 of this Agreement.

3. RENEWAL. Following the expiration of this Agreement pursuant to paragraph 2, this Agreement shall be automatically renewed for regular periods of one (1) year on the same terms and conditions as set forth herein, unless either party, in writing and in accordance with paragraph 10, give notice to the other party of its intent to renegotiate or not to renew, no later than sixty (60) days prior to the expiration date of the then existing term.

4. COMPENSATION AND MINIMUM WORK OBLIGATIONS.

a. The City shall pay the Law Firm Four Thousand One Hundred Sixty-Six Dollars and Sixty Seven Cents (\$4,166.67) each month as compensation ("Monthly Compensation") for the first eighty (80) hours of work performed by an attorney employed by the Law Firm in that month (the "Minimum Work Obligation") which hours shall include at least ten (10) hours of work each week that is performed at the City's administrative offices.

b. If the Law Firm fails to meet its Minimum Work Obligation in a month, all hours less than the Minimum Work Obligation shall be carried over and added to the Minimum Work Obligation for the next month and continuing until the Minimum Work Obligation is fulfilled.

c. The Law Firm shall be provided additional compensation at a rate of One Hundred Sixty Dollars (\$160) per hour for all work performed by the Law Firm in excess of the Minimum Work Obligation in a month (the "Additional Monthly Compensation").

d. No internal communications, other than discussions directly relating to and concerning matters of strategy and legal analysis, shall be billed by the Law Firm or credited against the Monthly Work Obligation.

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e. The Monthly Compensation shall be provided to the Law Firm on the first of each month and shall be paid in advance, except that the first installment of the Monthly Compensation due under the initial term of this Agreement shall not be due until February 15, 2012.

f. The Law Firm shall provide a monthly invoice for any Additional Monthly Compensation after such work is performed. Such invoices shall be subject to review and approval by the Director of Finance and the President of Council and shall, to the extent approved, be paid within thirty (30) days of invoicing.

5. TERMINATION. This Agreement shall be terminated upon the happening of any one of the following events:

a. Upon its normal expiration if not renewed pursuant to the terms of this Agreement;

b. The City shall have the discretion of terminating this Agreement immediately, at any time, in the event that the Law Firm fails to substantially and adequately perform the duties as set forth in paragraph 1 of this Agreement.

c. Payment and entitlement to compensation under this Agreement shall cease as of the effective date of termination under this paragraph 5, and the City will make payment for all compensation due and owing to the Law Firm at **the time of such termination**.

6. OUTSIDE LEGAL COUNSEL. The parties recognize that there may be legal matters and issues that are outside or beyond the legal expertise of the Law Firm, and therefore, it may be necessary for the City to retain the services of other attorneys and/or law firms.

7. BINDING EFFECT; WAIVER. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. A waiver by either of the parties of any breach of any provision hereof shall not constitute a waiver by such party of any other or succeeding breach of any provision hereof.

8. GOVERNING LAW. The Agreement shall be governed, constructed, interpreted under, and in accordance with, the laws of the State of Ohio.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding by and between the parties hereto with regard to the subject matter hereof, and the same shall not be changed, modified, or amended unless in writing and executed with the same formality as this Agreement. No representation, promise, inducement, or

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statement of intention has been made by or on behalf of either of the parties hereto concerning the subject matter hereof which is not set forth in this Agreement.

10. **INTERPRETATION AND CONSTRUCTION.** The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement. In the event that any provision of this Agreement shall be finally determined to be unenforceable, such provision shall be deemed to be severed from this Agreement, but every other provision shall be deemed to be enforceable.

11. **NOTICES.** Any notice, report, demand, communication or transmittal required, desired to be given, or made in connection with the transactions hereunder shall be deemed to have been sufficiently given or served, for all purposes, twenty-four (24) hours after receipt by registered mail to the respective following addresses, unless or until such address is changed by written notice:

If to the City: City of North Canton
Attn: Administrator
145 N. Main Street
North Canton, Ohio 44720

If to Law Firm: Morrow & Meyer, LLC
Attn: Tod Morrow or Bob Meyer
6269 Frank Avenue
North Canton, Ohio 44720

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement as of the day and year first above written.

CITY OF NORTH CANTON
a political subdivision of the State of Ohio

By: David Held
David Held its Mayor

MORROW & MEYER, LLC
an Ohio law firm operating as a limited liability company

By: Charlie
Title: Vice President

APPROVED AS TO FORM AND SUFFICIENCY

Director of Law
Hans A. Nilges
Hans A. Nilges