

ORDINANCE NO: 2024-42

AN ORDINANCE AUTHORIZING THE MAYOR OF VILLAGE OF DEGRAFF, OHIO TO ENTER INTO A CONTRACT WITH DANIEL L. BEY, REMINGER CO., L.P.A., FOR LEGAL SERVICES AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of DeGraff, Ohio:

WHEREAS, the Mayor and Council wishes to engage the services of Daniel L. Bey, Esq. and Reminger Co., L.P.A. through contract for the purposes of the formation of a joint fire district;

WHEREAS, the Village of DeGraff wishes to appoint through contract, as an independent contractor, Daniel L. Bey, Reminger Co., L.P.A., as legal counsel for the purposes of formation of a joint fire district;

NOW, THEREFORE, **BE IT ORDAINED**, by the Council of the Village of DeGraff, Ohio:

SECTION I: The Mayor is authorized to enter into an agreement with Daniel L. Bey, Reminger Co., L.P.A., to perform legal services related to the formation of a joint fire district as an independent contractor. The Mayor is further authorized to execute any and all documents in connection with said agreement.

SECTION II: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this council and that all deliberations of this Council, and any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of the Ohio Revised Code.

SECTION III: This Ordinance is hereby found to be an emergency necessary for the public welfare to provide uninterrupted fire and EMS services necessary to the general public health, safety, and welfare. It shall take effect and be in full force immediately upon passage.

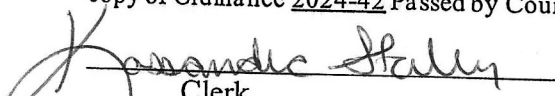


President of Council



Mayor

I, Kassandra Staley, Clerk of the Village of DeGraff, Ohio do hereby certify that the foregoing is a true and correct copy of Ordinance 2024-42 Passed by Council of said Village on the 26 day of November, 2024.



Clerk

Village of DeGraff
Attn: Stephanie Orsborne
107 S. Main St.
DeGraff, OH 43318

Re: Legal Representation

Dear Mayor Orsborne:

I am pleased to have the opportunity to be of service to the Village of DeGraff ("the Village"). I look forward to working with you and will do my best to provide the highest quality legal services in a responsible, efficient manner.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which I will be providing legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Representation

The Village of Quincy, Village of DeGraff, Miami Township, and Pleasant Township (the "Entities"), located in Logan County Ohio have jointly retained my services for the development of a joint fire district.

Professional Undertaking

I will have primary responsibility for legal work undertaken by Reminger Co., L.P.A. ("Reminger") on the Village's behalf. Other attorneys and legal assistants in our office may assist in your matters if necessary or advisable in the best exercise of our professional judgment. We all will endeavor to serve you in a professional manner and to the best of our abilities.

Fees

Our fees are based on the time spent by lawyers and paralegals who work on your matter. We reserve the right to request a retainer if we are asked to undertake a substantial legal matter for the Village or if our prior invoices are not being promptly paid. We will charge for actual time spent in representing the Village's interest, including, by way of illustration, e-mail exchanges, telephone and office conferences with the Village's representatives, consultants, opposing counsel, and others; appropriate conferences among our staff; factual investigation; legal research; responses to your request to provide information to your auditors in connection with audits of financial statements; and drafting letters, memoranda and other legal documents.

The Entities have agreed to share equally the cost of my services, which are billed at \$200.00 per hour.

These rates are revised from time to time, usually on or about January 1 of each year. If you require advance notice of our revised rates, please let me know. Otherwise, our revised rates will be reflected in the next invoice rendered after any changes take effect.

Expenses

Sometimes, it is necessary for us to incur expenses for items such as courier services, court reporter fees, and in certain cases for travel, lodging, and meals. Similarly, some matters require substantial amounts of ancillary services such as photocopying and computerized legal research. To allocate these expenses fairly and keep billing rates as low as possible for those matters that do

not involve such expenditures, these are separately itemized on our statements as "expenses." Some expenses represent out-of-pocket costs, some represent an allocation of overhead costs associated with the items described above, and others represent a combination of both factors. In cases where we expect to incur expenses to third parties in excess of \$250.00 for items such as filing fees, court costs, stenographic transcripts, etc., we will request that you fund them in advance or pay them directly, rather than advancing the costs and billing them to you.

From time to time, there may be professional associations or conferences which may benefit the Village by my participation. The Village may, in its discretion, reimburse me for all such membership and attendance fees if agreed in advance by the parties.

Billing

Reminger will prepare statements for our services to the Village on a monthly basis. Any statement will reflect all services performed on a daily basis by each professional, including an explanation of the services provided by each professional, with an indication of the amount of time involved. At the end of the statement, we will set forth the amount of professional services and also show any expenses and advances. All of our statements are due and payable within 30 days following receipt.

Cooperation

To enable me to render effective legal services, the Village will need to advise me of all facts and keep me informed of all developments relating to the matters of my representation. I necessarily must rely on the accuracy and completeness of the facts and information you provide me. Also, I cannot address any concerns with my representation unless I have knowledge of the concerns. Accordingly, if any problems or concerns arise during the course of my representation, please call me so the concerns can be addressed at the earliest possible time.

Conflicts

The Entities have been consulted and acknowledge that they perceive no conflict in my joint representation. However, should a conflict arise, then the Entity asserting the conflict shall alert me in writing by resolution passed by their governing legislative body.

Termination

Although I look forward to a continuing relationship, the Village is, of course, free to terminate my representation at any time. I also reserve the right to withdraw from the representation if the Village does not meet the arrangements set forth in this letter, or for any just reason permitted or required by applicable ethical codes and rules of conduct. Notification of termination or withdrawal by either party shall be made in writing. In the event of such termination or withdrawal, the Village will remain obligated to pay all statements for fees and expenses with respect to services provided before the date of termination or withdrawal and for any further work required of us or expense incurred by us in order to facilitate an orderly transfer of matters in process at the time of termination.

Following termination, any non-public information that you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of

payment for outstanding fees and costs. Our own files will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. You may have your original file as soon as a particular matter is concluded. Copies of original documents will be retained by the firm in accordance with the firm's record retention policy. If you do not request your documents, the firm may destroy them after seven (7) years, otherwise in accordance with our record retention policy.

Conclusion

If the foregoing terms of engagement are acceptable to you, please sign a copy of this letter, mail or email it back to me and retain the original for the Village's files. My representation will formally commence upon receipt of the signed copy of this letter confirming and approving this engagement. I look forward to working with you.

Very truly yours,

REMINGER CO., L.P.A.

/s/ Daniel L. Bey

Daniel L. Bey

ACKNOWLEDGED AND AGREED:

Village of DeGraff

By: Stephanie Osborne

Date: 11/26/24

ATTEST: Kassandra Staley

Kassandra Staley, Fiscal Officer