

ORDINANCE NO. 21-052

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES WITH FROST BROWN TODD LLC FOR THE PERIOD JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the law firm Frost Brown Todd LLC to provide legal counsel services to the city;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with Frost Brown Todd LLC in the amount of \$15,000 per month for the period January 1, 2022 through December 31, 2022; \$15,600 per month for the period January 1, 2023 through December 31, 2023; and \$16,250 per month for the period January 1, 2024 through December 31, 2024, for routine legal services, as detailed in Exhibit "A" attached and incorporated herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

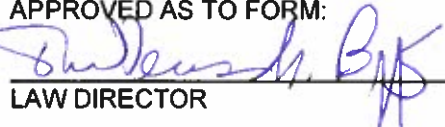
DATE PASSED 12-6-21


PRESIDENT OF COUNCIL

ATTEST 
CLERK OF COUNCIL


MAYOR

DATE APPROVED 12-22-21

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.


CLERK OF COUNCIL

**AGREEMENT BETWEEN THE CITY OF CANAL WINCHESTER
AND FROST BROWN TODD LLC
FOR LEGAL SERVICES**

This contract for the services between the City of Canal Winchester, an Ohio Municipal Corporation, ("Canal Winchester") and Frost Brown Todd LLC, ("FBT") effective the 1st day of January, 2022.

WITNESSETH:

WHEREAS, Canal Winchester wishes to engage FBT to perform general legal services for a three (3) year term (calendar years 2022, 2023, and 2024).

NOW, THEREFORE, intending to be bound by this Agreement, the parties agree as follows:

- 1. Routine Services.** Except as otherwise provided herein, Canal Winchester agrees to pay Fifteen Thousand Dollars (\$15,000.00) per month for calendar year 2022; Fifteen Thousand Six Hundred Dollars (\$15,600.00) per month for calendar year 2023; and Sixteen Thousand Two Hundred Fifty Dollars (\$16,250.00) per month for calendar year 2024; in exchange for which, FBT agrees to provide the following Routine Services:
 - a. Attending all regular and special Council meetings.
 - b. Attend other board and commission meetings upon the request of the Mayor.
 - c. Draft and/or revise ordinances and resolutions upon request of the Clerk of Council or Mayor.
 - d. Draft routine legal memoranda as requested by the Mayor, staff and/or Council.
 - e. Provide legal advice to City officials as necessary.
 - f. Respond to Mayor and staff inquiries.
 - g. Attend meetings and discussions with City, County, State and Federal officials and other governmental officials.
 - h. Attend meetings with the development community and staff.
 - i. Review and approve all contracts, ordinances, resolutions and any other written documents.
 - j. Prosecution of traffic and criminal matters in Canal Winchester Mayor's Court.

- k. Attend weekly staff meetings.

Canal Winchester hereby designates Thaddeus M. Boggs, a Managing Associate with FBT, as the Law Director, who shall be the primarily responsible attorney and contact person for Canal Winchester.

Canal Winchester shall reimburse FBT for any and all reasonable costs and expenses incurred by FBT on behalf of Canal Winchester.

2. **Complex Litigation.** Complex litigation is defined as major litigation that involves, for example purposes only, significant written or oral discovery, significant motion practice, and attendance at evidentiary hearings before a judge and/or a jury. Complex litigation shall also include Ohio Revised Code Chapter 2506 appeals. The Mayor shall pre-approve rates for complex litigation prior to FBT commencing work on any individual matter. The fee arrangement set for the below in "Additional Projects" shall also apply to "Complex Litigation."

3. **Term.** This Agreement shall take effect and be in force from January 1, 2022 through December 31, 2024. However, either Party may terminate this Agreement upon providing thirty (30) days' prior notice of its intent to terminate to the other Party. Subject to the appropriation of funds by City Council, this Agreement shall be automatically renewed for a one (1) year period, unless thirty (30) days' prior notice is provided prior to the date of expiration. If the Agreement is automatically renewed, all rates set forth in this Agreement shall be increased by five percent (5%).

4. **Miscellaneous Provisions.**

a. **Additional Projects.** Subject to agreement of both Parties, FBT may undertake Additional Projects which are outside of the scope of Routine Services on a flat fee or hourly basis as agreed upon by the Law Director and the Mayor. For projects that are billed hourly, FBT will offer a discounted hourly rate as negotiated and agreed upon between the Mayor and FBT. Fee arrangements for Additional Projects will be negotiated and agreed upon by FBT and the Mayor.

b. **Applicable Laws.** FBT shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.

c. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following address:

If to Canal Winchester:
Ms. Amanda Jackson
Finance Director
City of Canal Winchester
36 South High Street
Canal Winchester, Ohio 43110-1213

If to FBT:
Thaddeus M. Boggs, Esq.
Frost Brown Todd, LLC
One Columbus, Suite 2300
10 West Broad
Columbus, OH 43215

- d. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- e. **Severability.** If any provision in this 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 this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- f. **Parties in Interest.** This Agreement is enforceable only by FBT and Canal Winchester. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of FBT's personnel assigned to Canal Winchester's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- g. **Governing Law.** This 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.
- h. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or

modified only by a writing executed by the duly authorized officers of the Parties hereto.

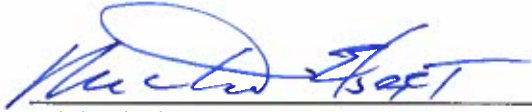
- i. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.
- j. **Independent Contractor Status.** The Parties agree that services hereunder are provided by an independent contractor, and that no contributions will be made to the public employees retirement system for the services, as addressed in Section 145.038, Ohio Revised Code. This Agreement is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42 (B).

IN WITNESS WHEREOF, the Parties have executed this Agreement.

FROST BROWN TODD LLC

CITY OF CANAL WINCHESTER

Thaddeus M. Boggs



Michael Ebert, Mayor

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