

ORDINANCE NO.	2022- <u>58</u>	FIRST READING	<u>July 11, 2022</u>
		SECOND READING	<u>WAIVED</u>
INTRODUCED BY:	<u>Mark Porter</u>	THIRD READING	<u>WAIVED</u>

ORDINANCE APPROVING THE ENGAGEMENT OF MCDONALD HOPKINS LLC TO PROVIDE LEGAL SERVICES REGARDING THE ESTABLISHMENT OF AN EROSION SPECIAL IMPROVEMENT DISTRICT TO THE VILLAGE OF SOUTH RUSSELL, AUTHORIZING THE MAYOR TO EXECUTE THE ENGAGEMENT LETTER, AUTHORIZING THE FISCAL OFFICER TO REMIT PAYMENT OF THE \$3,000.00 RETAINER TO MCDONLAD HOPKINS LLC FOR SUCH LEGAL SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of South Russell desires to engage McDonald Hopkins LLC to provide legal services to the Village of South Russell regarding the establishment of an Erosion Special Improvement District ("ESID") under the auspices of Geauga County; and

WHEREAS, Council for the Village of South Russell and McDonald Hopkins LLC have agreed upon the terms and conditions of said engagement, which engagement is more fully described in the Engagement Letter attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The engagement of McDonald Hopkins LLC to provide legal services to the Village of South Russell regarding the establishment of an ESID under the auspices of Geauga County is hereby approved pursuant to the terms and conditions in the Engagement Letter attached hereto as Exhibit A.

SECTION 2. The Mayor is hereby authorized to execute the Engagement Letter to cause the Village of South Russell to formally engage McDonald Hopkins LLC to provide such legal services as described in the Engagement Letter.

SECTION 3. The Fiscal Officer is hereby authorized to remit the retainer fee of \$3,000.00 to McDonald Hopkins LLC for such legal services as described in the Engagement Letter.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 5. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that the Village desires to obtain the legal services of

McDonald Hopkins LLC to immediately establish an ESID; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

William J. Roons

Mayor - President of Council

ATTEST:

Danielle Romanowski

Fiscal Officer

I certify that Ordinance No. 2022-58 was duly enacted on the 11TH day of July, 2022, by the Council of the Village of South Russell, and posted in accordance with the Codified Ordinances of the Village.

Danielle Romanowski

Fiscal Officer



EXHIBIT A

McDonald Hopkins LLC
600 Superior Avenue, East
Suite 2100
Cleveland, OH 44114

P 1.216.348.5400
F 1.216.348.5474

Direct Dial: 216.430.2034
Email: mwise@mcdonaldhopkins.com

June 29, 2022

Via Email: fiscalofficer@southerussell.com

South Russell Village
17826 Chillicothe Rd.
Chagrin Falls, Ohio 44023
Attn: Danielle Romanowski, Fiscal Officer

Re: Engagement of McDonald Hopkins LLC

Dear Ms. Romanowski:

Thank you for the opportunity to work with you and your team to assist the Village of South Russell (the "Village") in establishing an Erosion Special Improvement District ("ESID") under the auspices of Geauga County. McDonald Hopkins LLC ("MH") believes that an effective and successful attorney-client relationship is built on a mutual understanding of how we will work together with you to accomplish your objectives. If you have any questions concerning this letter now or at any time during the engagement, do not hesitate to contact me. MH endeavors to provide quality services and we view quality communications as a key ingredient.

Identity of Client and Scope of Representation

MH's client for this engagement will be the Village. The Village is retaining MH to provide legal services regarding the establishment of an ESID.

Legal Fees and Staffing

The attached schedule summarizes MH's current hourly rates for professional services and our standard fees for certain charges and expenses incurred on your behalf. Mike Wise will be the primary attorney responsible for your representation. The Village will provide a \$3,000.00 retainer at execution of this Engagement. This fee will represent full payment for the Village's share of the total fee to establish the ESID. The County and other local governments will provide the balance of payment.

Charges and Disbursements

Charges and expenses that MH incurs on the Village's behalf will not be passed on to the Village. These charges include photocopying, messenger and delivery charges, computerized research, travel expenses, filing fees, and the like.

Electronic Communication

MH communicates with clients by electronic and other means that are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication because they do not ensure the confidentiality of their contents. If the Village is concerned about our use of any one or more of these forms of communication, please let me know immediately.

Client Responsibilities

By agreeing to the engagement, the Village agrees to cooperate fully with MH and to promptly provide all information known or available to you relevant to the engagement. The Village will make available appropriate Village officials to attend meetings, conferences, hearings, and other proceedings on reasonable notice, and will stay fully informed on all developments relating to the engagement.

Term of Engagement

The Village or MH may terminate the engagement at any time for any reason by written notice, subject to applicable Rules of Professional Conduct (the "RPC"). If MH terminates the engagement, it will take such steps as are reasonably practical to protect the Village's interests and, if you request, MH will suggest possible successor counsel and provide such counsel with whatever papers the Village has provided to us, upon payment of all outstanding invoices. If a court requires permission for withdrawal, MH will apply promptly for such permission and assist you as you desire to engage successor counsel.

Unless previously terminated, the engagement will terminate when MH sends a termination letter to the Village. During the engagement and thereafter, MH will keep confidential any otherwise nonpublic information you have supplied in accordance with the RPC. At the Village's request, MH will return the Village's papers and property upon payment of all outstanding invoices. MH will retain its own files, including lawyer work product. MH will transfer any documents it retains to the person responsible for administering its records retention program. In order to minimize unnecessary storage costs, MH reserves the right to destroy or otherwise dispose of any such documents or other materials in accordance with MH's retention policy or as we otherwise agrees.

Conflicts

Before preparing this engagement letter, MH conducted an internal check of our records to determine whether a conflict might exist with one or more existing clients. Based on that check, it appears that no such conflict exists.

The Village expressly waives any conflicts with regard to our separate representation of any other public entity that is involved in the formation of the SID.

Under the RPC, MH must have undivided loyalty to its clients. This requirement means that a lawyer must refuse to accept or continue employment if the interests of another client may impair the lawyer's independent professional judgment. In this regard, MH represents many other companies and individuals. It is possible that during the engagement, some of our present or future clients may have disputes or transactions with the Village. As a result of these disputes or transactions, conflicts of interest may arise, and when they do, MH will address them with the Village in a manner consistent with the RPC.

When MH is not permitted to represent another client in a matter under the RPC, MH will not do so. When MH is permitted by the RPC to seek a waiver from the Village, MH may do so. For circumstances in which MH is granted the waiver, MH may represent the other client. MH will protect, however, the Village's confidential information or documents entrusted to MH as required by the RPC.

Identification Number

MH's tax identification number is 34-1059058.

In Closing

If the Village is in agreement with the above terms of our engagement, please print this letter, sign and date this letter on its last page, and return it to me. We sincerely appreciate the opportunity to work with you and we welcome any questions you may have now, or throughout the engagement. As we noted at the outset, we view communications as a key ingredient to a successful attorney client relationship.

Thank you for this opportunity to work with the Village.

Sincerely,

MCDONALD HOPKINS LLC



Michael W. Wise

ENGAGEMENT LETTER AGREED TO AND ACCEPTED:

SOUTH RUSSELL VILLAGE

By: Danielle Romanowski
Danielle Romanowski, Fiscal Officer

Date: 7/11/22

ACKNOWLEDGED AND AGREED TO:

SOUTH RUSSELL VILLAGE

By: Danielle Romanowski
Danielle Romanowski, Fiscal Officer

Date: 7/11/22

**MCDONALD HOPKINS LLC
RATE SCHEDULE
Effective April 1, 2022**

Range of Current Hourly Rates for Professional Services:

Members	\$380 - \$960
Of Counsel	\$355 - \$935
Associates	\$260 - \$500
Paralegals	\$205 - \$355
Law Clerks	\$100

Current Standard Rates, Fees and Charges:

In-office Photocopying	\$0.25 per page
In-office Color Photocopying	\$0.50 per page
Facsimile Transmission	\$0.50 per page
Auto Mileage	\$0.585 per mile
Computerized Legal Research:	Actual cost
Clerical Overtime	\$20.00 per hour

**The foregoing rates, fees and charges were current as of the date set forth above.
They are subject to change without prior notice.**