

**RESOLUTION NO.:** 2019-R46 (*AMENDED JUNE 25, 2019*) (AMENDED JULY 9, 2019)  
**SPONSOR:** COUNCIL MEMBERS DYER, ~~AND~~ BABBITT, YEARGIN,  
HUMPHREY, YOUNG, SPEIGHT, AND MAYOR NEUGEBAUER  
**INTRODUCED:** JUNE 11, 2019 ASSIGNED TO ~~FILES & PERSONNEL~~

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH RODERICK LINTON BELFANCE, L.L.P. TO PROVIDE DIRECTOR OF LAW SERVICES TO THE CITY OF GREEN, AND DECLARING AN EMERGENCY.**

WHEREAS, in November 2018, the voters of Green approved an amendment to the City Charter to provide for an elected Director of Law; and,

WHEREAS, Roderick Linton Belfance, LLP ("Firm") has provided Director of Law services as described in the City Charter Section 6.4(B) since the amendment creating the elected Director of Law position was approved by the electorate; and,

WHEREAS, the unique circumstances surrounding the Director of Law position have made it impractical to nominate and approve a Director of Law pursuant to the City Charter prior to the election of a Director of Law as required by the new Amendment to the City Charter, yet the City of Green still requires the Director of Law services put forth by the City Charter.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, STATE OF OHIO:**

**SECTION ONE:**

Green City Council hereby authorizes the Mayor to continue a contract with Roderick Linton Belfance, LLP to perform the following Director of Law services through December 31, 2019, **a copy of which is attached and incorporated herein as Exhibit A:**

The Firm shall be the legal advisor on all legal matters coming before the City and shall represent or direct the representation of the City in all litigation, cases, or suits coming before the City. The Firm shall prepare or review all agreements, contracts, ordinances, resolutions, and other documents or instruments as required by the Mayor and Council. The Firm shall have other powers and duties performed by Directors of Law of general statutory plan cities under the general laws of the State of Ohio. In addition, the Firm shall perform other duties specified by city solicitors by the laws of the State of Ohio.

Whoever performs the services provided by the Firm shall be an attorney who is licensed by to practice law by the State of Ohio and have minimum of five (5) years of practice experience in municipal and/or governmental law.

Compensation for Director of Law services was provided for in the 2019 Budget, approved by Council on December 11, 2018.

This resolution shall not preclude Council or the Mayor from contracting for additional legal services as may be periodically required.

The person designated by the Firm to provide Law Director services shall have the title Interim Director of Law.

Resolution 2019-R46 (AMENDED JUNE 25, 2019) (AMENDED JULY 9, 2019)

**SECTION TWO:**

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

**SECTION THREE:**

Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: July 9, 2019  
Molly Kapeluck  
Molly Kapeluck, Clerk of Council

Bob Young  
Bob Young, Council President

APPROVED: July 10, 2019  
Gerard M. Neugebauer  
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: July 10, 2019

ON ROLL CALL: Babbitt -Aye Dyer -Aye Humphrey -Aye Shaughnessy -Aye  
Speight -Aye Yeargin -Aye Young -Aye Adopted 7-0

Suburbanite publication on July 12 and July 19, 2019  
Molly Kapeluck  
Molly Kapeluck, Clerk of Council

07/02/2019 06/20/2019-06/06/2019 Approved as to form and content by William Chris, Interim Law Director W Chris

## ENGAGEMENT AGREEMENT

**EXHIBIT "A"**  
2019-R46

Client Name: City of Green  
Address: 1755 Town Park Boulevard  
P.O. Box 278  
Green, OH 44232-0278

I, the undersigned client, do hereby engage the law firm of RODERICK LINTON BELFANCE, LLP of 50 S. Main Street, 10<sup>th</sup> Floor, Akron, OH 44308, to represent the City of Green in connection with legal services performed as the Law Director for the City of Green.

1. Payment of a reasonable attorney's fee based upon the time and labor required; the circumstances under which the services are performed; the novelty and degree of difficulty and the issues involved and the skill requisite to perform the legal service properly; the amount involved; and the results obtained.

2. Client understands that time will be billed in hours and tenths of hours. Client further understands that the minimum charge for any service will be one-tenth (.10) of an hour.

3. Present hourly rates for firm employees are:

Attorney	\$ 135.00
Law Clerk time	40.00
Paralegal	60.00

4. All bills shall be due when rendered and payable in full within twenty (20) days. In the event that there is any question about a bill, such questions will be brought to the attention of the law firm within ten (10) days of receipt; otherwise, bills are presumed to be correct. If bills are not paid when due or a mutually agreeable payment schedule is not made and adhered to, I agree that my attorney may withdraw as my counsel in any proceedings in which he represents me.

5. I agree to cooperate with my attorney, to make myself available for conferences on reasonable notice, and to keep my attorney fully informed of all matters relating to the case.

6. In the event that the payment of all or part of the reasonable attorney's fees or court costs is made by the adverse party pursuant to agreement or court order, such payment shall be credited to any outstanding balance due under this agreement. Any remaining balance shall be reimbursed to me.

7. During the course of representing you in this matter, it may be required or you may request this firm to perform services on your behalf in other related or unrelated matters. Those other services shall also be billed at negotiated rates based upon the level of complexity of the legal services.

**8. It is our firm's policy to retain file materials from our cases seven years after we close the matter. At the expiration of seven years, we will shred the materials in the file. If you need or want any documents from the file, you must let us know within that seven-year period.**

9. This is your contract. It protects both you and your attorney and will prevent misunderstanding. If you do not understand it or it does not contain all the agreements, please call it to our attention. We welcome you as a client of our firm and solicit your advice as to any way that we can improve our service and representation.

DATED: This \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor Gerard Neugebauer

I HEREBY AGREE to represent you in connection with this matter upon the terms and conditions as set forth above.

RODERICK LINTON BELFANCE, LLP

By: \_\_\_\_\_  
William G. Chris, Managing Member