

ORDINANCE NO. 20-114

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REMINGER CO., LPA OF SANDUSKY, OHIO, FOR PROFESSIONAL LAW DIRECTOR SERVICES FOR THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City's Law Director, Trevor M. Hayberger, has resigned effective August 2, 2020, to accept a position as a Magistrate Judge with the Erie County Common Pleas Court, and in the interim of selecting a new Law Director, the City desires to retain Reminger Co., LPA of Sandusky, Ohio, for professional law director services to be provided by Attorney Justin D. Harris; and

WHEREAS, this City Commission reviewed and accepted the proposal submitted by Reminger Co., LPA at their regularly scheduled meeting on July 27, 2020; and

WHEREAS, the cost for the professional law director services is \$6,500.00 per month and will be paid with funds from the Law Department's operation budget (50%), Water Funds (25%), and Sewer Funds (25%); and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to formally approve the agreement that was effective July 31, 2020; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into an agreement with Reminger Co., LPA of Sandusky, Ohio, for professional law director services for the City of Sandusky, effective July 31, 2020, consistent with the proposal submitted, a copy of which is marked Exhibit "A" and is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST: _____
MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 10, 2020



Justin D. Harris
Direct: (419) 609-4234
jharris@reminger.com

July 27, 2020

City of Sandusky
C/O Trevor Hayberger, Law Director
240 Columbus Ave
Sandusky, OH 44870

Re: **Interim Law Director**

Dear Trevor:

I am writing you to congratulate you and wish you the best on your future endeavors as a Magistrate Judge with the Erie County Common Pleas Court—the City will surely miss you.

Per our conversations, my firm and I would be honored if I were able to serve as your interim replacement while the City searches for its next law director. Accordingly, we submit for Mr. Eric Wobser and the City Commission's approval the following provisions governing our engagement. Our objective is to provide high quality legal services to our clients at a fair and reasonable cost.

The attorney-client relationship is one of mutual trust and confidence. If this agreement memorializes our attorney-client relationship appropriately, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, I am pleased to have the opportunity to serve the City of Sandusky once again.

ATTORNEY-CLIENT ENGAGEMENT LETTER

This document (the "Agreement") is the written attorney-client fee contract under which Justin D. Harris, and Reminger Co., LPA ("We," "we," "Us," or "us") will provide law director services and outside general counsel legal services to the City of Sandusky ("You," "you," "Your," or "your").

- 1. Effective Date.** You agree to retain us as your interim law director from the date of execution of this Agreement, to and including July 31, 2020, unless sooner terminated as provided in Paragraph 8 of this Agreement. This Agreement will automatically renew monthly on the last day of the month 31st, unless otherwise agreed to by either party to this Agreement.
- 2. Scope of Representation as Interim Law Director.** You are hiring me as the interim law director to perform services related to, among other things, the following: coordinating and managing all legal services for the City of Sandusky; business/legal advice; assistance with contract review and negotiation;



creation of contract templates; review of proposed legislation, employment matters, including advising the City's Human Resources Department; attendance at City Commission meetings, Planning & Zoning meetings, and other committee meeting as necessary; and general consultation, research, and advice on overall City of Sandusky policies and procedures. We will also make ourselves available to attend and participate in regularly scheduled meetings with the City's administrative team so that we can provide advice on strategic, litigation, and business issues as they arise, as well as provide periodical litigation updates on all pending litigation matters. We will provide those legal services reasonably required to represent you and take reasonable steps to keep you informed of progress and to respond to your inquiries.

As the interim law director, Justin Harris will be exclusively available to the City of Sandusky as follows:

- a. Monthly City Commission meetings;
- b. Regular scheduled weekly meetings with City Manager, Eric Wobser;
- c. Monthly Planning & Zoning meetings;
- d. 5 hours per week office hours at the City of Sandusky administration building;
- e. Outside of regularly scheduled office hours, Justin Harris will review all legislation and work with Paige Doster to make sure the City Commission agenda is approved and published in coordination with the City Commission Clerk; and
- f. Provide 24/7 availability for phone conferences with the City Manager and department heads to discuss legal issues that arise.

3. Scope of Services. You agree to hire Justin Harris as the interim law director. Justin Harris will have primary responsibility for your representation but will utilize other firm lawyers and legal assistants as he believes appropriate in the circumstances. We will endeavor to keep you reasonably informed of progress and developments, and to respond to your inquiries.

4. Client Responsibilities. You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation in both litigation and non-litigation matters. You also agree to pay our statements for services and expenses in accordance with the fee agreement outlined in this Agreement.

5. Confidentiality. It is in your best interest to preserve the confidentiality of all communications between us. Your ability to protect the confidentiality of those communications may be jeopardized if you disclose their contents to third parties. We will preserve the confidentiality of all communications, proprietary information and standard operating procedures.

6. General Waiver of Conflicts. As we discussed, you are aware that the firm represents many other companies and individuals. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any manner that is not substantially related to our work for you. We agree, however, to obtain your consent prior to representing any existing or new client whose interests, although not substantially related to our work for your, may be directly or indirectly adverse to you. You should know that, Justin Harris, as the attorney serving as your interim law director, will reasonably prioritize your matters.

7. **Legal Fees and Billing Practices.** In consideration for the services outlined in Paragraph 2 and Paragraph 3 of this Agreement, you agree to pay the firm pursuant to the following fee arrangement:

a. **Outside Associate General Counsel Retainer.** You agree that our fee and compensation for legal services as the interim law director shall be sixty-five hundred (\$6500.00) per month payable on the 20th day of each month that we serve as the City of Sandusky's interim law director.

8. **Discharge and Withdrawal.** You may discharge us at any time. We may withdraw from representing you with your consent or for good cause. Good cause includes your breach of this Agreement (including your failure to pay bills and/or deposits), your refusal to cooperate with us or to follow our advice, or any circumstance that would, in our opinion, render our continued representation of you unlawful or unethical.

9. **Disclaimer and Guarantee.** Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of your legal issues and matters. All our statements on any legal matter are statements of opinion only.

10. **Counterparts.** This Agreement may be signed in counterparts. Each counterpart shall constitute a binding agreement upon each and all the undersigned.

11. **Prior Agreements.** This Agreement supersedes all prior understandings and agreements between Attorney and Client relating to the subject matter of this Agreement.


NOTICE TO CLIENT

YOU HAVE THE RIGHT TO SEEK INDEPENDENT LEGAL ADVICE REGARDING THIS ATTORNEY-CLIENT FEE AGREEMENT. DO NOT SIGN THIS FEE AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. YOU ARE ENTITLED TO A FILLED IN COPY.

By signing below, the party acknowledges he or she has the right to seek independent legal advice regarding this Agreement. By signing below, the party further acknowledges that he or she has read and understood the terms of this Agreement including: (i) those set forth in Paragraph 7 regarding applicable fee schedules and (ii) those set forth in Paragraph 6 regarding representation of potentially adverse interests, and agree to them, as of the date we first provided services.

WHEREFORE, the parties to this Agreement, through their duly authorized representatives, have signed this Agreement on the date(s) which appear below:

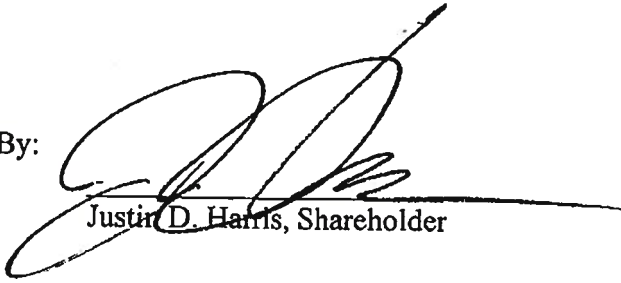
City of Sandusky

By: 
Eric Wobser
City Manager

*Approved as to form: correctness
for Mr. Wobser
Trevor M. Haybarger (0075112)
Law Director, City of Sandusky*

Reminger Co., LPA (Firm)

By:



Justin D. Harris, Shareholder