

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 030

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO EMPLOY SPECIAL LEGAL COUNSEL AND ENTER INTO A RETAINER AGREEMENT FOR PROFESSIONAL SERVICES TO THE CITY OF STRONGSVILLE IN CONNECTION WITH MATTERS RELATING TO BOND COUNSEL SERVICES FOR MUNICIPAL BUILDING IMPROVEMENT PROJECTS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

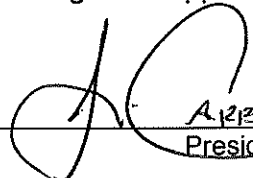
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized and directed to employ special legal counsel and enter into a retainer agreement with **ATTORNEY AMANDA E. GORDON**, and the law firm of **MCDONALD HOPKINS LLC** to provide professional legal services to the City in connection with matters relating to bond counsel services, including financing matters for its municipal building improvement projects in the City of Strongsville, which include energy conservation improvements and other general building improvements, along with advice and proceedings related thereto, as directed by the Law Department, in accordance with their engagement letter attached hereto as Exhibit "A", and as approved by the Law Director.

Section 2. That the funds for the purpose of such services and said agreement have been appropriated and shall be paid from the General Fund; and the Director of Finance be and is hereby authorized and directed to issue payment in accordance with the terms and conditions of such proposal and retainer agreement.

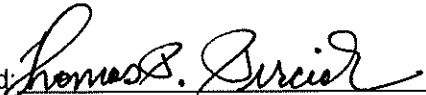
Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the retention of such legal services is immediately necessary in order to preserve and properly maintain City-owned properties, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.



Arbon
President of Council

Date Passed: 03 07 2024

Approved: 

Mayor

Date Approved: March 4, 2024

CITY OF STRONGSVILLE, OHIO

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	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kaminski	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kosek	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roff	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Short	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spring	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pientka
Clerk of Council

Ord. No. 2024-030 Amended: _____
1st Rdg. 03-04-24 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
Adopted: 03-04-24 Defeated: _____

Direct Dial: 1.216.348.5708
Email: agordon@mcdonaldhopkins.com

February 28, 2024

Direct Dial: 216.348.5708
Email: agordon@mcdonaldhopkins.com

VIA Electronic Mail: strongsville.law@strongsville.org
Name: Neil M. Jamison, Director of Law
City of Strongsville, Ohio

Re: Engagement of McDonald Hopkins LLC

Dear Neil:

McDonald Hopkins LLC (“MH”) is very excited to assist the City of Strongsville (“City”) in providing legal services with respect to financing and general related matters in connection with its upcoming building improvement projects including energy conservation improvements and other municipal building improvements. 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. MH customarily prepares an engagement letter using this format to memorialize our agreement concerning the identity of the client and the terms, scope, and nature of services MH will provide.

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 purposes of this letter will be the City. The City is retaining MH to provide legal services pertaining to: bond counsel services including financing matters for its municipal building improvement projects, including energy conservation improvements and other general building improvements and advice and proceedings related thereto; and legal advice and proceedings related to ancillary matters for those energy conservation projects and general building improvement projects such as requests for qualifications and other procurement and bidding matters, negotiation of energy conservation savings and improvement contracts and agreements, and contract compliance and enforcement matters (collectively, the “Engagement”).

Legal Fees and Staffing

Amanda E. Gordon will be the lead attorney and contact for the Engagement. If necessary for a particular project, we form a team of attorneys to provide efficient, cost-effective services by involving attorneys and legal assistants with the experience appropriate to the task at hand.

MH will charge fees based typically on an agreed-upon, flat-fee basis payable upon completion of each financing matter. For advice and services outside the financings themselves and not otherwise included within a financing, we will charge fees at the hourly rates of the attorneys involved (not to exceed \$425/hour) which will be billed on a monthly basis or at such other interval as mutually agreed to by the parties. Out of pocket charges and expenses that MH incurs on your behalf will be passed on to you, and for flat-fee financings, will be included in the flat-fee figure. These charges may include messenger and delivery charges, filing fees, and the like. Travel expenses and copy charges will not be included.

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 you are concerned about our use of any one or more of these forms of communication, please let me know immediately.

Billing

MH will bill upon completion of each financing matter or at another mutually agreeable interval as described above. MH often sends a monthly statement of account, itemizing amounts outstanding as of the date the statement is prepared.

Payment

All invoices are due upon receipt, unless you make other arrangements with MH. MH reserves the right to withdraw as counsel if you fail to pay invoices in a timely manner.

Client Responsibilities

By agreeing to the Engagement, you agree to cooperate fully with MH and to promptly provide all information known or available to you relevant to the Engagement. You will make available appropriate 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

You 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 your interests and, if you request, MH will suggest possible successor counsel and provide such counsel with whatever papers you have 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 you the final invoice for services. During the Engagement and thereafter, MH will keep confidential any otherwise nonpublic information you have supplied in accordance with the RPC. At your request, MH will return your 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 agree.

After the Engagement ends, applicable laws or regulations may change in a manner that could impact your future rights and liabilities. Unless you actually engage MH to provide additional advice, MH has no continuing obligation to advise you with respect to future legal or other developments.

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. 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 entities, companies and individuals. It is possible that during the Engagement, some of our present or future clients may have disputes or transactions with you. As a result of these disputes or transactions, conflicts of interest may arise, and when they do, MH will address them with you 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 you, MH may do so. For circumstances in which MH is granted the waiver, MH may represent the other client. MH will protect, however, your 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 you are 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.

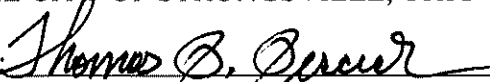
Thank you for this opportunity to work with you.
Sincerely,

MCDONALD HOPKINS LLC

Amanda E. Gordon

ENGAGEMENT LETTER AGREED TO AND ACCEPTED:

THE CITY OF STRONGSVILLE, OHIO

By: 
Thomas P. Perciak, Mayor

Date: 