



RESOLUTION #25-05-044

**A RESOLUTION EMPLOYING THE TOWNSHIP'S ATTORNEYS
ON AN ANNUAL BASIS FOR THE YEAR 2025**

The Bethel Township Board of Trustees, Bethel Township, Miami County, Ohio met in regular session on May 5th, 2025 with the following Trustees being present: Kama Dick, Julie Reese, and Beth vanHaaren.

Trustee KAMA DICK moved for the adoption of the following resolution:

WHEREAS, the Bethel Township Board of Township Trustees ("Board") is authorized by Section 309.09(B) of the Revised Code to employ attorneys on an annual basis other than the prosecuting attorney to represent the Township and its officers, boards, and commissions in their official capacities and to advise them on legal matters; **AND**

WHEREAS, Section 309.09(B) of the Revised Code provides that no such attorney may be employed except on the order of the Board, duly entered upon its Journal, in which the compensation to be paid for the attorney's legal services shall be fixed; **AND**

WHEREAS, the Board finds it necessary to appoint attorneys to counsel and represent the Township on an annual basis for calendar year 2025 in such matters as the Board or its designee may refer to them. **AND**

WHEREAS, the Board has appropriated the sum of \$25,000.00 for legal services for 2025. **THEREFORE**

BE IT RESOLVED, by the Board of Trustees of Bethel Township, Miami County, that:

SECTION 1. The law firm of Shipman, Dixon & Livingston Co, L.P.A. ("Firm"), is hereby employed on an annual basis for calendar year 2025 as the Township's legal counsel to represent the Township and its officers, boards, and commissions in their official capacities. And to advise them in connection with such matters as may be referred to Counsel by or on behalf of the Board or its designee. The Township Administrator or a designee appointed by the Board of Trustees of Bethel Township, Miami County shall serve as the direct contact point between legal counsel and the Board.

SECTION 2. The compensation for such counsel during 2025 shall be paid as follows, billed in tenths of an hour: \$200.00 per hour partner time; not to exceed \$200.00 per hour attorney time; \$90.00 per hour paralegal or law clerk time; plus out-of-pocket expense reimbursements; provided that the total compensation shall not exceed ten thousand dollars and zero cents (\$10,000.00) without further action by this Board.

SECTION 3. The attorneys may be discharged at any time by majority vote of the Board and by notifying the Firm in writing.

SECTION 4. The Township Administrator is authorized and directed to sign the Agreement for Legal Services provided by the Firm on behalf of the Bethel Township Trustees.

SECTION 5. The Township Fiscal Officer is directed to send a copy of this signed Resolution and the signed Agreement for Legal Services to the Firm.

SECTION 6. It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including, without limitation, Section 121.22 of the Revised Code.

SECTION 7. This Resolution shall take effect and be in force from and after the date of its adoption.

Trustee BETH VANHAAREN seconded the motion and the Board voted as follows upon roll call:

Vote:	Trustee Kama Dick	<u>YES</u>	<u>Kama Dick</u>
	Trustee Julie Reese	<u>YES</u>	<u>Julie Reese</u>
	Trustee Beth vanHaaren	<u>YES</u>	<u>Beth vanHaaren</u>

Attest: Rhonda Ross
Rhonda Ross, Fiscal Officer
Bethel Township, Miami County, Ohio

CONTRACT FOR LEGAL SERVICES

This Contract is entered into between the Bethel Township (hereinafter Client) and the law firm of Shipman, Dixon & Livingston Co., L.P.A. (hereinafter Law Firm) on this 15th day of may, 2025.

Under the terms of this Contract the Law Firm shall render services as outlined, and I will be primarily responsible for this engagement. I will assign other attorneys or paralegals to perform services for you based on my opinion as to both requisite expertise and cost- effectiveness.

1. Keeping you informed. We will keep you informed as developments occur. This includes sending you copies of documents and correspondence we prepare, as well as those which we receive. Please read and retain such information in your files.
2. Fees. In determining our fee we will take into account the time required by our professional staff in handling your legal matters, the result attained, the novelty and complexity of the issues involved, the value of the project, time constraints imposed by you or the circumstances of the transaction, and usual and customary fees for similar legal services. Law Firm shall be compensated at the rate of \$200.00/hour for services rendered by me. In the event other professionals work on this matter, time will be billed at their standard hourly rate, not to exceed \$200.00/hour for attorneys, \$90.00/hour for paralegals or law clerks. Standard hourly rates may be adjusted annually effective at the start of each calendar year and you will be informed of any modification of our standard rates.
 - a. Client understands that time is billed in increments of one tenth (0.10) of an hour and that billable services consist of *all* work done on and time devoted to Client's

amount of the retainer, Client will pay for such services and expenses upon receipt of the statement.

6. Case Preparation. Client agrees to fully cooperate in the preparation and prosecution of the case, to appear on reasonable notice for depositions and court appearances, and to fully comply with all reasonable requests made by Law Firm in connection with the preparation and presentation of Client's case. In the preparation and handling of your case, we will rely on the facts, data, and information that you furnish.
7. Results. It is agreed and understood that Law Firm neither makes nor shall make any guarantee as to the outcome of any negotiation, litigation or proceeding, in court or otherwise.
8. Termination. At Client's discretion, Client has the right to discharge Law Firm at any time, for any reason, and without explanation, upon written notice to that effect. If Client does so, Client shall be responsible for paying Law Firm for the services provided in accordance with the hourly rates specified and for the expenses incurred in Client's representation up to and including the time of discharge. Likewise, Law Firm reserves the right to terminate our services upon written notice to you, at your last known address, consistent with an attorney's professional responsibilities, and to seek court authorization to withdraw should court approval be required.
9. Scope of Services. We are to provide legal counsel concerning certain zoning issues, evidentiary development, possible criminal and civil litigation regarding the real property, handling of civil matters, including, but not limited to, the attendance at meetings as requested, review of Ordinances and Contracts, opinion letters and phone calls with members of the council, the Township Administrator, or the Township clerk.

On behalf of the Bethel Township

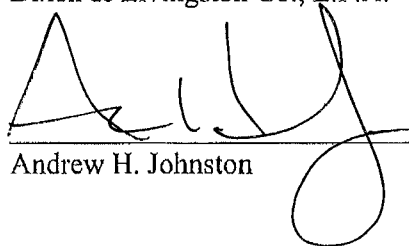
Date: 5/13/25



Township Administrator

On behalf of the law firm of Shipman,
Dixon & Livingston Co., L.P.A.

Date: 5/14/25



Andrew H. Johnston