



RESOLUTION #25-03-024

**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 the 4th day of March, 2025 at the offices of the Bethel Township Trustees with the following Trustees being present: Kama Dick, Julie Reese, and Beth van Haaren.

Trustee 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 McTigue & Colombo, LLC ("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: \$700.00 per hour Donald McTigue time; \$500 per hour J. Corey Colombo time; \$175-\$250 per hour associate attorney time; and \$100.00 per hour legal assistant 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 at dmctigue@electionlawgroup.com.

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 Van Haaren seconded the motion and the Board voted as follows upon roll call:

Vote:	Trustee Kama Dick	<u>Y</u>	<u>Kama Dick</u>
	Trustee Julie Reese	<u>Y</u>	<u>Julie Reese</u>
	Trustee Beth vanHaaren	<u>Y</u>	<u>Beth van Haaren</u>

CERTIFICATE OF RECORDING OFFICER

I, Rhonda Ross, do hereby certify that the foregoing is a true and correct copy of **RESOLUTION #25-03-024** adopted by the Board of Trustees of Bethel Township, Miami County on the **4th DAY OF MARCH, 2025**, and that I am duly authorized to execute this certificate.

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

MCTIGUE & COLOMBO, LLC

ATTORNEYS AT LAW

545 EAST TOWN STREET
COLUMBUS, OHIO 43215

TEL: (614) 263-7000 | FAX: (614) 263-7078

AGREEMENT FOR LEGAL SERVICES

Bethel Township, Miami County, Ohio ("Client") hereby retains the legal services of McTigue & Colombo, LLC ("Firm") for legal advice and representation concerning the following: placing on the ballot in surrounding municipalities an initiative to require voter approval by the voters of the city before any annexation of territory by the city, and matters related thereto for which Client requests advice or representation.

Legal services will be billed to Client on an hourly basis, with time being charged in tenths of an hour, at the following rates: Donald McTigue \$700, J. Corey Colombo \$500, Associates \$175-250, and Legal Assistants \$100. The Firm will use its discretion in staffing to provide services in an efficient manner. The Firm will bill Client for expenses, including delivery services, parking, out-of-county mileage, and filing fees.

Invoices will be emailed on a monthly or more frequent basis and are payable upon receipt. Interest may be added at the Firm's discretion at the rate of 12% per annum to amounts which remain unpaid more than 28 days after the invoice date.

Invoices contain confidential information protected by the attorney-client privilege and, therefore, Client should carefully maintain the confidentiality of invoices to avoid a waiver of the privilege. Invoices will be sent via email to the following client authorized email(s): Administrator <administrator@betheltownship.org>.

The outcome of negotiations and of litigation, if any, are subject to factors which cannot always be foreseen and, therefore the Firm has made no promises concerning the same.

Client may terminate this Agreement at any time with or without cause by notifying the Firm in writing at dmctigue@electionlawgroup.com. The Firm reserves the right to withdraw from providing services if, among other things, Client fails to honor the terms of this Agreement by failing to timely pay the Firm's invoices, by failing to cooperate or follow the Firm's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in the Firm's view, render our continued involvement unlawful or unethical.

This Agreement for Legal Services pertains only to the matter(s) expressly stated above. Any other matter will require a separate written Agreement. Following the conclusion of services under this Agreement, the Firm will retain Client's files for a minimum of five years, after which the Firm may destroy the files unless Client requests in writing to take possession of them.

Client: 
By: Cody Smith, Bethel Township Administrator

Date: March 4, 2025

The Firm: Donald J. McTigue

Date: February 8, 2025