

RECORD OF RESOLUTIONS

BEAR GRAPHICS 800-325-8094 FORM NO. 30045

1203	December 13	2023
Resolution No. _____	Passed _____	, 20 _____

Exhibit "A"

Professional Services Employment Agreement for Law Director Village of Sabina, Ohio

This Agreement is made and freely entered into by and between the Village of Sabina, Clinton County, Ohio ("Village of Sabina") and Andrea G. Ostrowski, Esq. ("Attorney") (collectively the "Parties").

Whereas, the Village of Sabina is a statutorily designated village municipal corporation pursuant to Title 7 of the Ohio Revised Code and desires to procure the services of an attorney to serve as law director;

Whereas, Attorney is duly authorized and admitted to practice law in the State of Ohio with Ohio Supreme Court Registration Number 0075318, is in good standing, has no pending or prior disciplinary action against her, and further has no current conflicts of interest in representing the Village of Sabina;

Whereas, the Village of Sabina desires to procure the professional services of Attorney as the village solicitor and law director to fulfil the obligations as stated in R.C. 705.11, including acting as the legal advisor to and attorney for the Village of Sabina and for all officers of the Village of Sabina in matters relating to their official duties, preparing all contracts, bonds, and other instruments in writing in which the Village of Sabina is concerned, and indorsing on each instrument his approval of the form and correctness thereof; and

Whereas, the Village of Sabina, by and through its Council, has authorized and directed the Mayor to enter into a professional services employment agreement with Attorney pursuant to the terms and conditions as stated herein;

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE OF SABINA, CLINTON COUNTY, OHIO, THAT THE PARTIES AGREE AND WARRANT AS FOLLOWS:

- 1. Scope of Representation.** Attorney shall act as the legal advisor to and attorney for the Village of Sabina and for all officers and members of Council of the Village of Sabina in matters relating to their official duties. Attorney shall prepare all contracts, bonds, and other instruments in writing in which the Village of Sabina is concerned, and when satisfied with their terms, shall indorse on each his approval of the form and correctness thereof. No contract with the Village of Sabina shall take effect during the term of this Agreement unless and until the Attorney indorses his approval thereon. Attorney shall further coordinate with other outside counsel retained by and for the Village of Sabina on pending or imminent litigation.
- 2. Attendance.** Attorney shall attend one (1) Council Meeting of the Village of Sabina each month in person and shall be available upon mutual agreement of the Parties by telephonic or video conference for other meetings as needed. Attorney shall attend such other meetings and functions as may be reasonably necessary to comply with the obligations of this Agreement, R.C. 705.11, and Attorney's professional obligations and duties to the Village of Sabina as his client.
- 3. Other Matters.** Attorney may, but is not required to, represent the Village of Sabina in other matters in state or federal court and in front of various state and federal agencies as the Parties may mutually agree to and so designate outside of this Agreement.
- 4. Conflicts of Interest.** During the term of this Agreement, Attorney shall not solicit nor accept any client who is or is likely to be adversarial to the interests of the Village of Sabina. The Parties accordingly recognize and agree that Attorney is foregoing business opportunities in binding herself in this Agreement.
- 5. Ethical Obligations.** As a client of Attorney, the Village of Sabina and its officers should be aware of an ethical requirement imposed on all Ohio attorneys, that if a client,



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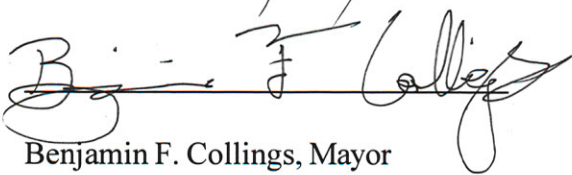
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Resolution No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_


~~in the course of representation by an attorney, perpetrates a fraud upon any person,~~  
court, or tribunal, the attorney is obligated to call upon the client to rectify the same, and if the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person, court, or tribunal.

- 6. **Term of Agreement and Termination.** This Agreement shall commence on December 14, 2023, and shall be freely terminable by either of the Parties to this Agreement upon sixty (60) days written notice to the other until December 13, 2024, after which time this Agreement shall renew for a term of one (1) year each year thereafter to then be terminated for cause or upon notice of nonrenewal not less than sixty days before the expiration of the term, subject to the other terms of this Agreement.
- 7. **Compensation.** For the services provided under this Agreement, Attorney shall be paid by the Village of Sabina as a contractor the annual sum of twelve thousand dollars (\$12,000.00), which shall be evenly disbursed on a monthly basis. This amount shall increase by four and one-half percent (4.50%) for each year this Agreement is renewed beyond its initial term.
- 8. **Other Expenses.** In addition to the compensation for services as stated above, Attorney will be entitled to payment or reimbursement for costs and expenses incurred while providing legal services including, when necessary, travel outside of Clinton County, Ohio (including mileage, parking, air fare, lodging, meals, and ground transportation). Other expenses related to the provision of legal services shall be promptly paid by the Village of Sabina directly or as incurred by Attorney including fees and costs for photocopying, telecopying, wire transfers, messenger and delivery services, court costs, filing fees, postage, depositions, transcription services, and record procurement.
- 9. **No Assignment.** This Agreement is binding upon the Parties and the obligations and benefits contemplated herein are not assignable or otherwise transferrable without the prior written consent of all Parties to this Agreement.
- 10. **Severability and Choice of Venue.** The validity, interpretation, construction, and performance of this Agreement shall be governed exclusively by Ohio law, and any disputes arising under or related to this Agreement shall be brought and resolved exclusively in a court of competent jurisdiction in Clinton County, Ohio or by a mutually agreed upon mediator. If any provision of this Agreement is held or determined to be invalid by a court decision, statute, or regulation, or is otherwise rendered invalid, the remainder of this Agreement shall remain in full effect notwithstanding the invalid provision.

Date: 12/13/23

  
Benjamin F. Collings, Mayor

Date: 12/13/23

  
Andrea G. Ostrowski, Esq.