

PROFESSIONAL SERVICES CONTRACT

This Agreement (“Agreement”) is made and effective on the ____ day of _____, 2026, by and between the **Village of North Baltimore**, an Ohio Municipal Corporation (the “Village”), and Robert W. Bohmer, Attorney, and the law firm of Rupp, Hagans, Bohmer & Durnaczyk, LLP.

WHEREAS, the Village desires to provide for the appointment of Solicitor for the Village pursuant to its legislative authority under Ohio Revised Code Section 733.48; and

WHEREAS, Attorney Robert W. Bohmer is an Attorney licensed to practice law in the State of Ohio and partner of the firm of Rupp, Hagans, Bohmer & Duranczyk, LLP, located at 302 North Defiance Street, Archbold, Ohio 43502 and 200 West High Street, Bryan, Ohio 43506; and

WHEREAS, Robert W. Bohmer has agreed to accept the appointment as Solicitor of the Village; and

WHEREAS, the Council of the Village has authorized and directed the Mayor to enter into a professional services contract with Robert W. Bohmer and his firm, Rupp, Hagans, Bohmer & Duranczyk, LLP.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

- 1. DUTIES.** Robert W. Bohmer is hereby appointed the Solicitor for the Village and shall be responsible for performing any and all duties pursuant to the Codified Ordinances of the Village and the laws of the State of Ohio. These services may include, but are not limited to:
 - a. Attending, upon request, regular Council meetings;
 - b. Attending, upon request, special Council meetings;
 - c. Attending, upon request, meetings or conferences with Village officials and/or employees and meetings with City, County, State, Federal or other governmental officials;
 - d. Rendering legal advice for and as requested by the Council, Mayor, Village Administrator, or other Village officials;
 - e. Preparing upon request all routine and non-routine ordinances, resolutions, proclamations, contracts, agreements, leases, notes, deeds, easement agreements, and other legal documents as requested by the Village or as are otherwise necessary;
 - f. Prosecuting or defending on behalf of the Village such complaints, suits and controversies in the courts of the State of Ohio to which the Village may be a party; and

g. Performing such other work as may be requested by the Council, Mayor, Village Administrator or Village staff.

2. **TERM.** This agreement shall commence and be effective as of _____, 2026, and shall conclude _____, 2027. Thereafter, the Village may renew this Agreement for successive annual terms with written notice provided to Robert W. Bohmer at least thirty (30) days in advance of the end of the then existing term of its desire to renew the term. Additionally, each party shall have the right to terminate this Agreement at any time, with or without cause, by written notice given to the other party at least thirty (30) days in advance of the termination date.
3. **COMPENSATION.** Robert W. Bohmer and Rupp, Hagans, Bohmer & Duranczyk, LLP shall be compensated for services provided under this Agreement at the rate One Hundred Sixty-Five & 00/100 Dollars (\$165.00) per hour for any attorney time expended. This rate shall not be subject to increase during the initial term, and may only be increased by agreement or after any renewal of this Agreement, with at least thirty (30) days' advance notice of the effective date of such change in rate.
4. **EXPENSES.** The Village shall reimburse any court costs and reasonable expenses incurred by Robert W. Bohmer or the firm of Rupp, Hagans, Bohmer & Duranczyk, LLP advanced by them in furtherance of the duties performed hereunder. Such expenses include, without limitation, court costs, funds advanced on behalf of the Village, travel, parking, lodging, and deposition and discovery costs.
5. **CONFLICTS OF INTEREST.** Robert W. Bohmer and Rupp, Hagans, Bohmer & Duranczyk, LLP may not represent the Village in any matter that constitutes a conflict of interest under the Ohio Revised Code or the Ohio Rules of Professional Conduct. In all such matters, Robert W. Bohmer shall determine, in his sole discretion and judgment, if a conflict of interest exists pursuant to the Ohio Revised Code or Ohio Rules of Professional Conduct. In the event a conflict arises, Robert W. Bohmer will be responsible for arranging alternate representation with a disinterested law firm subject to approval by the Village.
6. **COOPERATING COUNSEL.** The Village authorizes Robert W. Bohmer to utilize the services and assistance of other attorneys or staff within the law firm of Rupp, Hagans, Bohmer, & Duranczyk, LLP in matters he deems appropriate.
7. **SPECIAL COUNSEL.** The Village authorizes Robert W. Bohmer to otherwise utilize the services and assistance of outside firms as Special Counsel, subject to prior Village approval.
8. **SEVERABILITY.** If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, such provision, or portion thereof, shall be deemed severable, and the balance of this agreement shall remain in full force and effect.
9. **ENTIRE AGREEMENT, BINDING EFFECT AND AMENDMENT.** The agreement contained herein shall constitute the entire understanding and agreement between the parties. Any and all prior agreements, understanding, and representations are hereby terminated and

canceled in their entirety. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may only be amended by a writing signed by all parties. This Agreement is not subject to assignment by any party without the prior written agreement of the other party.

IN WITNESS WHEREOF, the Village has caused this agreement to be signed and executed in duplicate on its behalf by its Mayor and attorney Robert W. Bohmer has signed and executed this Agreement on behalf of Rupp, Hagans, Bohmer & Duranczyk, LLP.

**Village of North Baltimore, an Ohio
Municipal Corporation**

Dated: _____

Aaron Patterson, Mayor

**Rupp, Hagans, Bohmer & Duranczyk,
LLP**

Dated: _____

Robert W. Bohmer, Partner