

VILLAGE OF BOSTON HEIGHTS	Codified?	First Reading <input checked="" type="checkbox"/>	Waiver 3-Reading Rule _____
RESOLUTION NO: 2018-11-31	Yes _____	Second Reading _____	Yes <input checked="" type="checkbox"/>
INTRODUCED BY <u>J.MILLER</u>	No <input checked="" type="checkbox"/>	Third Reading _____	No _____

**A RESOLUTION TO PROVIDE LEGAL SERVICES FOR THE VILLAGE OF BOSTON HEIGHTS AND CONFIRMING THE APPOINTMENT OF MARSHAL M. PITCHFORD AS SOLICITOR, AND DECLARING AN EMERGENCY**

**WHEREAS**, Council has agreed to authorize an agreement and to further approve this appointment of MARSHAL M. PITCHFORD as Solicitor.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Boston Heights, county of Summit, and State of Ohio:

**Section 1:** The Mayor is authorized and directed to enter into an agreement with Marshal M. Pitchford to provide legal services to the Village, in accordance with the fees, scope of services and billing rate contained in the agreement, which is attached as Exhibit "A" and incorporated into this Resolution as though fully rewritten herein.

**Section 2:** The appointment of Marshal M. Pitchford as Solicitor of the Village of Boston Heights is hereby authorized and confirmed. The Solicitor is hereby authorized and directed to appoint a prosecutor and any required assistant prosecutors for the Village in accordance with the terms of the agreement attached hereto as Exhibit "A."

**Section 3:** The Solicitor, the Prosecutor, and one Assistant Prosecutor, as employees, shall each be paid a monthly Two Thousand Seven Hundred Fifty Dollar (\$2,750) retainer. Additional compensation beyond that amount is to be provided as set forth in the agreement attached hereto as Exhibit "A."

**Section 4:** All prior resolutions and ordinances that relate to or in any way conflict with this measure are hereby repealed and rescinded.

**Section 5:** All formal actions of this Council related to this Resolution and all deliberations of the Council and of any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 6:** This Resolution is declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience, and welfare of the Village of Boston Heights and the inhabitants thereof, and for the further reason that this Resolution must be immediately effective in order to provide for the immediate legal services provided for herein, which are necessary to preserve and protect the legal interests of the Village. This Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED:

  
BILL GONCY, Mayor

ATTEST:

I, BETTY KLINGENBERG, Fiscal Officer of the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution **2018-11-31** was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on this **13<sup>th</sup> day of November, 2018.**

  
BETTY KLINGENBERG, Fiscal Officer

**AGREEMENT: EXHIBIT A FOR RESOLUTION 2018-11-31**

THIS AGREEMENT made this 13<sup>th</sup> day of November, 2018, by and between the Village of Boston Heights, an Ohio municipal corporation (Village”) and MARSHAL M. PITCHFORD, an attorney licensed to practice law in the state of Ohio (“Attorney”).

**SECTION I. SOLICITOR SERVICES: Attorney shall provide the following legal services:**

- A. Advise the Village, Mayor, officers and departments of the Village and the Village Council in all matters relating to their official duties, and shall give legal opinions in writing when requested.
- B. Draft, review and provide counsel on legislation (ordinances and resolutions) as requested by Council, and prepare, review and provide counsel on all regular notices, contracts, opinions, memoranda, employment matters, and status reports as requested by the Council, Mayor, or Fiscal Officer.
- C. Attend all regular meetings of the Council, unless excused therefrom, and attend when requested and needed, Council Committee meetings, special Council meetings, the meetings of the Planning Commission, the Board of Zoning Appeals and other committees and/or boards of the Village.
- D. Undertake, as Council shall require, litigation on behalf of the Village, and undertake directly the defense of litigation on behalf of the Village, when other representation is not required by contract or action of Council. Litigation shall be initiated only in accordance with state law and the Codified Ordinances of the Village.
- E. For all regular services as described in Section I, the Solicitor, at his discretion, may utilize members of his law firm or another law firm to assist in providing services to the Village at the monthly, flat fee rate provided in Subparagraph III(A).

**SECTION II. PROSECUTOR SERVICES: Attorney shall appoint a Prosecutor, and an Assistant Prosecutor in the Attorney’s discretion, who shall provide the following legal services:**

- A. Advise the Village, officers, police department and Village Council in all matters relating to criminal, traffic, and/or Mayor’s Court matters.
- B. Prosecute and/or represent the Village and/or the State of Ohio on all criminal, zoning, traffic and other matters in all courts.
- C. Represent the Village as provided under Ohio law and the Village’s Codified Ordinances.
- D. For all regular services as described in Section II, the Prosecutor, at his discretion, may utilize members of his law firm or another law firm to assist in providing services to the Village at the monthly, flat fee rate provided in Subparagraph III(A).

SECTION III. COMPENSATION: The Village shall pay for these services as follows:

- A. The Solicitor, Prosecutor and Assistant Prosecutor shall each be paid a monthly retainer as an employee and be compensated beyond those amounts at an hourly rate for services on a contract basis. For all regular services described in Sections I and II, a flat fee of Eight Thousand Two Hundred Fifty Dollars (\$8,250.00), divided by three for each designated employee, shall be paid each month. Any increase above this amount must be approved by Council.
- B. For all services which are not of a regular nature, including, but not limited to, services related to litigation, environmental, labor, economic development and incentives, bond proceedings or public improvements, the Solicitor, at his discretion, may utilize members of his law firm or another firm to assist in providing legal services to the Village. The attorneys' standard hourly rates shall apply for these non-regular services, and authorization for such rates is hereby given.

SECTION IV. TERM AND TERMINATION:

- A. The initial term of this Agreement shall be two (2) years. Thereafter, the Agreement shall continue from year to year in one-year terms, unless modified by mutual consent of the parties or terminated as called for herein.
- B. Either party may cancel the Agreement at any time by giving a written sixty (60) day notice to the other party. Solicitor shall, within thirty (30) days after termination of the Agreement, provide a written summary of all of the Village's outstanding legal matters for which the Solicitor had responsibility.

SECTION V. MISCELLANEOUS:

- A. Expenses: The Village will be responsible for the payment of necessary expenses incurred by Solicitor and his appointees in the performance of the legal work described herein.
- B. Malpractice Insurance: Solicitor and his appointees shall carry malpractice insurance and provide proof of coverage to the Village.
- C. Other Employment and Practice: Solicitor and his appointees may represent, perform services for, and be employed by any additional clients, persons or companies as an attorney, as the Solicitor shall in his sole discretion determine.
- D. The Solicitor shall have the authority to retain outside counsel on any matter to which he may have a conflict and would be unable to represent the Village at the hourly rates as set forth and identified in Subparagraph III (B).
- E. Assignment: The rights and duties under this Agreement are personal and may not be assigned by either party without prior written consent.

F. This Agreement replaces any prior agreement between the parties on the effective listed below.

The provisions of this Agreement shall take effect on the 1st day of December, 2018.

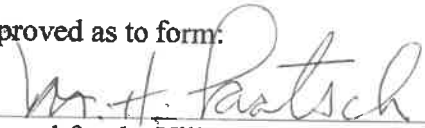
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and place first written above.

  
\_\_\_\_\_  
Marshal M. Pitchford

VILLAGE OF BOSTON HEIGHTS

  
\_\_\_\_\_  
Bill Goncy, Mayor

Approved as to form:

  
\_\_\_\_\_  
Counsel for the Village

#### FINANCE DIRECT CERTIFICATION

I certify, as of this date the Village entered into this Agreement, and as of this date, the funds required for the payment of the obligations incurred were lawfully appropriated for the purposes described and were in the treasury or in the process of collection to the credit of the appropriate fund, free from any encumbrances.

Date: 11-14-16

  
\_\_\_\_\_  
Betty Klingenberg, Fiscal Officer