

Attachment to Resolution 49-2016
PROFESSIONAL SERVICE CONTRACT BETWEEN
THE VILLAGE OF COMMERCIAL POINT AND MICHAEL D. HESS

PREAMBLE

This Agreement made between the Village of Commercial Point, an Ohio Municipal Corporation (the “Village”), and Michael D. Hess (“Village Solicitor”) is made this _____ day of December, 2016. In consideration of the mutual promises contained herein, the parties agree as follows:

1. PURPOSE OF REPRESENTATION

Pursuant to the laws of the State of Ohio, the Village hereby retains Michael D. Hess to serve as Village Solicitor for the Village and its elected and appointed officials. The Village Solicitor shall be responsible for performing any and all duties pursuant to the Village Ordinances and the laws of the State of Ohio. These services include, but are not limited to, attendance at all regular and special Council meetings; attendance at the following Commission meetings: Planning and Zoning and the Board of Zoning and Building Appeals; researching and drafting of ordinances and agreements; prosecuting on behalf of the Village all Mayor’s Court cases and cases prosecuted by the Village in the Pickaway County Municipal Court as requested or needed; attendance at other board and commission meetings at the request of the Village Administrator; providing legal advice to the Mayor, Council, Village Administrator and staff as necessary or upon request; attendance at meetings involving the Village with city, county, state and federal officials; review and approve all contracts and ordinances.

2. ATTORNEY FEES

The Village Solicitor and his law firm shall perform the following services at the rate of One Hundred Thirty Dollars (\$130.00) per hour. In addition, law clerk and paralegal time, if any, will be billed at Seventy-Five Dollars (\$75.00) per hour.

- A. Attendance at all Regular and Special Council Meetings;
- B. Attendance at Regular Planning and Zoning Commission and Board of Zoning and Building Appeal Meetings, as requested by the Village Administrator;
- C. Reviewing and drafting all routine ordinances and resolutions;
- D. Attendance at all other board and commission meetings upon the request of the Chairman or upon the request of the Village Administrator;
- E. Drafting, reviewing and approving all contracts, agreements, leases, legal documents and non-routine ordinances, resolutions and proclamations;
- F. Providing legal advice to Village Officials as necessary or upon request, and attending meetings and/or conferences as requested by Village Officials;
- G. Responding to Village Administrator and staff inquiries;
- H. Attendance at meetings with developers and staff;
- I. Attendance at meetings and discussions with City, County, State and Federal officials and other governmental officials;
- J. Attendance at additional meetings not specified under the aforementioned paragraphs; and
- K. All other work requested by the Village Administrator, Mayor, Council, and/or staff.

3. A CONFLICT OF INTEREST

Village Solicitor and his law firm, in addition to normal conflict checks, will make every conceivable effort to recognize and disclose to the Village any potential conflict or appearance of conflict as to all matters,

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and particularly with respect to economic issues. In the event a conflict situation arises, the Village Solicitor will be responsible for arranging alternate representation with a disinterested law firm.

4. ASSISTANT VILLAGE SOLICITOR

Village Solicitor, at his own discretion, shall utilize the services of other attorneys both within and outside his law firm as Assistant Village Solicitor and/or Special Counsel.

5. EXPENSES

Court costs and all reasonable expenses incurred by the Village Solicitor and his firm shall be billed to the Village. Such expenses include, without limitations, funds advanced on behalf of the Village, telephone costs, postage, copying costs, on-line legal research costs, travel, parking, lodging, deposition and discovery costs, including court costs except as may otherwise be provided. The Village shall in no circumstances be responsible for any expenses or time incurred for travel to and from the Village in furtherance of Village business.

6. TERMS OF AGREEMENT

This Agreement shall be in full force and effect from December____, 2016, through December ____, 2018.

7. TERMINATION

The parties may terminate this contract at any time for any reason by giving at least thirty (30) days notice in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

VILLAGE OF COMMERCIAL POINT

Date

By: _____
Gary Joiner, Mayor