

Attachment to Resolution 20-2019

AGREEMENT BETWEEN THE VILLAGE OF COMMERCIAL POINT
AND FROST BROWN TODD LLC
FOR LEGAL SERVICES

This contract for the services between the Village of Commercial Point, an Ohio Municipal Corporation, ("Commercial Point") and Frost Brown Todd LLC, ("FBT") effective the 6th day of May, 2019.

WITNESSETH:

WHEREAS, Commercial Point wishes to engage FBT to perform general legal services on an interim basis for the remainder of 2019 for a two (2) year term (calendar years 2020 and 2021) as Village Solicitor.

NOW, THEREFORE, intending to be bound by this Agreement, the parties agree as follows:

1. **Routine Services.** Except as otherwise provided herein, Commercial Point agrees to pay Five Thousand Dollars (\$5,000.00) per month and FBT agrees to provide the following Routine Services:
 - a. Attending all regular and special Council meetings.
 - b. Attend other board and commission meetings upon the request of Mayor [and/or Administrator]. *or their designee.*
 - c. Draft and/or revise ordinances and resolutions upon request of the Fiscal Officer/Clerk of Council.
 - d. Draft routine legal memoranda as requested by the Mayor, staff and/or Council.
 - e. Provide legal advice to Village officials as necessary.
 - f. Attend meetings and discussions with City, County, State and Federal officials and other governmental officials.
 - g. Attend meetings with the development community.
 - h. Review and approve all contracts, ordinances, resolutions and any other written documents.
 - i. Provide prosecution services for Mayor's Court.

Commercial Point hereby designates Eugene L. Hollins, an attorney with FBT, as the Village Solicitor, who shall be the primarily responsible attorney and contact person for Commercial Point.

Commercial Point shall reimburse FBT for any and all reasonable costs and expenses incurred by FBT on behalf of Commercial Point, excluding mileage.

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2. **Complex Litigation.** Complex litigation is defined as major litigation that involves, for example purposes only, significant written or oral discovery, significant motion practice, and attendance at evidentiary hearings before a judge and/or a jury. Complex litigation shall also include Ohio Revised Code Chapter 2506 appeals. The Mayor shall pre-approve rates for complex litigation prior to FBT commencing work on any individual matter. The fee arrangement set for the below in “Additional Projects” shall also apply to “Complex Litigation.”

3. **Term.** This Agreement shall take effect and be in force on an interim basis from May 6, 2019, 2019 through December 31, 2019. However, either Party may terminate this Agreement upon providing thirty (30) days' prior notice of its intent to terminate to the other Party. Subject to the appropriation of funds by City Council, this Agreement shall be automatically renewed for a two (2) year period, unless thirty (30) days' prior notice is provided prior to the date of expiration. If the Agreement is automatically renewed, all rates set forth in this Agreement shall not be increased for the duration of the Agreement.

4. **Miscellaneous Provisions.**
 - a. **Additional Projects.** Subject to agreement of both Parties, FBT may undertake Additional Projects which are outside of the scope of Routine Services on a flat fee or hourly basis as agreed upon by the Village Solicitor and Mayor/Village Administrator

 - b. **Applicable Laws.** FBT shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.

 - c. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following address:

If to Commercial Point:

Wendy Hastings, Fiscal Officer
Village of Commercial Point
10 W. Scioto Street P.O. Box 56
Commercial Point, Ohio 43116

If to FBT:

Eugene L. Hollins, Esq.
Frost Brown Todd, LLC
10 W. Broad St.
Columbus, OH 43215

 - d. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No

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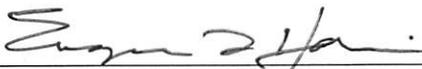
single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.

- e. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- f. **Parties in Interest.** This Agreement is enforceable only by FBT and Commercial Point. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of FBT's personnel assigned to Commercial Point's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- g. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.
- i. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.
- j. **Independent Contractor Status.** The Parties agree that services hereunder are provided by an independent contractor, and that no contributions will be made to the public employees retirement system for the services, as addressed in Section 145.038, Ohio Revised Code. This Agreement is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42 (B).

IN WITNESS WHEREOF, the Parties have executed this Agreement.

FROST BROWN TODD LLC

VILLAGE OF COMMERCIAL POINT



Eugene L. Hollins, Member

By: 
Its: Mayor

