

Resolution 41-2019

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND/OR MAYOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A CONTRACT EFFECTIVE IMMEDIATELY AND CONTINUING AS NEEDED WITH FISHEL DOWNEY ALBRECHT & RIPENHOFF LLP FOR LEGAL SERVICES AS VILLAGE SOLICITOR AND DECLARING AN EMERGENCY.

WHEREAS, The Village Administrator and/or Mayor is authorized to enter into contracts on behalf of the Village; and

WHEREAS, Council has determined that it desires to contract with Fishel Downey Albrecht & Ripenhoff LLP for legal services effective immediately and continuing as needed.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, COUNTY OF PICKAWAY, STATE OF OHIO, TWO-THIRDS OF ITS MEMBERS ELECTED THERETO CONCURRING THAT:

Section 1. The Village Administrator and/or Mayor is hereby authorized and directed to enter into the attached contract for services, effective immediately and continuing as needed, with Fishel Downey Albrecht & Ripenhoff LLP for legal services.

Section 2. Council declares this Resolution to be an emergency, as it was recently informed by the current Solicitor that a conflict exists that prohibits the Solicitor from representing Council for disciplinary matters. Thus, passage of this Resolution is necessary to ensure continued legal services for the Village. Accordingly, this Resolution shall become effective upon passage.

Vote on Suspension of Readings:

Motion by: Scott O'Neil 2nd: Bruce Moore

Roll Call:

Yes Ben Townsend Yes Laura Wolfe Yes Scott O'Neil
Yes Bruce Moore Yes Aaron Grassel Yes Jason Thompson

Vote on Passage of the Resolution and Declaring an Emergency:

Motion by: Scott O'Neil 2nd: Bruce Moore

Roll Call:

Yes Ben Townsend Yes Laura Wolfe Yes Scott O'Neil
Yes Bruce Moore Yes Aaron Grassel Yes Jason Thompson

Adopted this 2nd day of October, 2019

[Signature]
Gary Joiner, Mayor

[Signature]
Wendy Hastings, Fiscal Officer

Approved as to Form:

[Signature]
Frost Brown Todd LLC, Solicitor



CONTRACT FOR SERVICES FOR THE VILLAGE OF COMMERCIAL POINT, OHIO

THIS AGREEMENT, made this 2 day of October, 2019, by and between the Village of Commercial Point, Ohio, hereinafter "Village" and Fishel Downey Albrecht & Riepenhoff LLP, Attorneys at Law, New Albany, Ohio, hereinafter "Attorneys."

WITNESSETH:

WHEREAS, the Village is desirous of securing the services of the Attorneys to assist and represent the Village in matters of human resource personnel management, discipline, and public sector issues, labor and employee relations, and such other and further matters that may affect or come before the Village; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the Village; and

WHEREAS, the Village has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Fishel Downey Albrecht & Riepenhoff LLP is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the Village as may be instructed by the Village, including advice and services in order for the Village to carry out their human resource management, discipline administration, labor relations programs and other matters. Such services to the Village include:

A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in labor and employment matters that come before the Village and to advise and/or represent the Village in matters as directed by the Village;

B. To provide any other necessary representation to the Village's management personnel and elected officials at the request of the Village, on other matters relating to the Village's labor relations program, civil service, or as otherwise directed.



ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the Attorneys shall be on the basis of an hourly rate of one eighty-five dollars (\$185) per hour for all time expended by the Attorneys on behalf of the Village. The term of the contract shall be for a period of July 1, 2019 to June 30, 2020. The Attorneys shall be compensated for all necessary and reasonable costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the Village including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the Village with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the Village, the Village will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the Village as full discharge of Attorneys' liability hereunder without obligation for additional payment.

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, constructed, and enforced under the laws of Ohio. The obligations of the Village under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.



**FISHEL DOWNEY
ALBRECHT & RIEPENHOFF LLP™**
Attorneys at Law

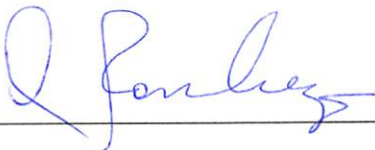
7775 Walton Parkway
Suite 200
New Albany, Ohio 43054
(614) 221-1216 PH
(614) 221-8769 FX
www.fisheldowney.com

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the Village shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the Village for contracts entered into by the Attorneys with third parties.

The Village agrees to make available to the Attorneys all necessary records in the custody of the Village and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

For Village of Commercial Point:



Village Administrator

D. Ross Crego

VillageofCommercialPoint/CFS/2019 CFS

**For Fishel Downey Albrecht
& Riepenhoff LLP:**


_____ Date