

**AGREEMENT FOR LEGAL SERVICES
AS SOLICITOR AND SPECIAL COUNSEL**

THIS AGREEMENT made this 1st day of June, 2024, by and between the City of Hudson, an Ohio chartered municipality (“City”), Marshal M. Pitchford, an attorney, and DiCaudo, Pitchford & Yoder, LLC, a law firm with attorneys licensed to practice law in the state of Ohio (“DPY”).

SECTION I. CITY SOLICITOR and/or SPECIAL COUNSEL SERVICES: Marshal M. Pitchford and/or DPY shall provide the following legal services:

- A. Marshal M. Pitchford has been appointed City Solicitor and Special Counsel for the City as provided by action and the concurrence of the City Council. Mr. Pitchford shall serve as the City Solicitor to the City with the terms and authorizations provided herein remaining in effect. DPY has been appointed as Special Counsel.
- B. Marshal M. Pitchford and/or his designee are permitted to and shall undertake all authorized and/or customary duties of the City Solicitor and advise the City, City Manager, Mayor, officers, departments, boards and commissions of the City, and the City Council in all matters relating to their official duties.
- C. Marshal M. Pitchford or his designee shall draft, review, and/or otherwise provide legal counsel on legislation (ordinances and resolutions) as requested by the City Manager, the Mayor, and/or members of City Council, and prepare, review, and provide counsel on all regular City related matters as requested by the Council, City Manager, or other authorized official.
- D. Specifically, each month, Marshal M. Pitchford or his designee shall provide the following “General Solicitor” services: attend in person at least two (2) City Council meetings, one Planning Commission meeting, and one Board of Zoning and Building Appeals meeting; prepare and/or review all legislation; research, advise and consult with City officials as to legislation and City Council meeting agendas; and consult with City officials in preparation for the Planning Commission and Board of Zoning and Building Appeals meetings, their agendas and their agenda items.
- E. In addition to “General Solicitor” work, Marshal M. Pitchford or his designee shall attend, when requested and/or needed, other City related meetings, including Special Council meetings, City Council work sessions, and meetings of other City committees, commissions, and/or boards, as directed by the City Manager or City Council.

- F. In addition to “General Solicitor” work, Marshal M. Pitchford, his designee and DPY shall undertake, prosecute, and/or defend, as the City Manager, City Council, or circumstances may require, litigation on behalf of the City, including the prosecution and/or defense of civil litigation on behalf of the City. Such efforts may be in his capacity as City Solicitor or in his or the firm’s capacity as Special Counsel.
- G. In addition to “General Solicitor” work, Marshal M. Pitchford or his designee shall provide all legal work regarding Community Reinvestment Area and Tax Increment Financing negotiations and agreements.
- H. All environmental and conflict work will be assigned to other legal counsel.
- I. For all regular services as described in this Section I, as City Solicitor for the City of Hudson or in their capacity as Special Counsel, Marshal M. Pitchford is the primary contact. At his discretion, Mr. Pitchford may utilize other members of his law firm to assist in providing any of the aforesaid legal services to the City. At his discretion and with the approval of the City Manager, Mr. Pitchford may also utilize another law firm to assist in providing any of the aforesaid legal services to the City. The City reserves the right to retain additional, different legal counsel for whatever issue or issues it deems necessary.

SECTION II. COMPENSATION: The City shall pay for these services as follows:

- A. For the “General Solicitor” legal services under Section I(D), Marshal M. Pitchford shall be paid Eight Thousand Dollars (\$8,000) in salary each month as a part-time employee of the City. He shall be entitled to receive and the City shall pay the City’s portion of the required contributions to the Ohio Public Employees Retirement System for this salary. No other benefits, such as healthcare, are provided.
- B. DPY shall be paid hourly for providing civil legal services under Section I(E) and (F), for either Solicitor or Special Counsel work, shall track the time spent on all legal services provided to the City in quarter hour increments, and provide monthly reports to the City Manager of all such time spent that is itemized as to the date of service, a brief description of the service, the attorney providing the service, and the time spent for each service entry. The hourly rates for the services under this Section II(B) are as follows: for the remainder of 2024: \$250/partner; \$225/associate or equivalent; \$165/paralegal; and, for 2025 and each calendar year thereafter: \$260/partner; \$235/associate or equivalent; \$175/paralegal. The hourly rates under this Section II(B) may be raised for 2026 and every calendar year thereafter in increments of no more than \$25 only with the approval of the City Manager.

- C. For all civil legal services which are not of a regular nature, including, but not limited to, services related to environmental, economic development and incentives (i.e. those described in Section I(G), bond proceedings or related public improvements, Marshal M. Pitchford may utilize members of his law firm or another firm to assist in providing legal services to the City. As applicable, Mr. Pitchford and/or the designated attorneys' standard commercial hourly rates shall apply for these non-regular services (not the rates listed above in Sections I(B)), shall be tracked and paid for quarter-hour increments, and authorization for such rates and terms is hereby expressly given by the City. Work under Section I(G) shall only be billed to developers, incentive applicants, or other similar parties.
- D. Invoices shall be issued the month following the month that the services are rendered and shall be paid within thirty (30) days of issuance. Invoices outstanding for over thirty (30) days are subject to interest at 1.5% per month, starting on the due date for such invoice.

SECTION III. TERM and TERMINATION:

- A. The provisions of this Agreement shall take effect on the 1st day of June, 2024. The initial term of this Agreement shall be from such date until May 31, 2026, and for the avoidance of doubt the terms of this Agreement replace the parties' prior agreement, dated December 19, 2023. After the initial two-year term, this Agreement shall automatically renew in two-year terms (i.e. May through April), unless modified by mutual consent of the parties or terminated as called for herein.
- B. Each party may cancel this Agreement at any time by giving at least ninety (90) day written notice to the other party. In either event, Marshal Pitchford shall, within thirty (30) days after termination of the Agreement, provide a written summary of all the City's outstanding legal matters for which he and DPY had responsibility. Marshal M. Pitchford and all those providing services hereunder may bill and the City shall pay for such closing services pursuant to the terms of Section II.
- C.
 - (1) Notwithstanding Section III(B), in the event DPY or the City terminates this Agreement without cause and without ninety (90) written notice, effective prior the end of the then current term, the terminating party shall pay the other party (of the two parties listed in this Section III(C)(1)) a one-time payment constituting three (3) times the amount of the monthly salary as provided in Section II(A). This subparagraph shall not apply if Marshal Pitchford or DPY terminates early due to the incapacity or death of Marshal Pitchford.
 - (2) If a DPY associate attorney comes to work in-house with the City during any term of this Agreement or within three (3) months after the termination of this Agreement, the City shall pay DPY three (3) times the amount of the monthly salary as provided in Section II(A).

- (3) The payments described in Section III(C)(1) and (2) shall be made within thirty (30) days of an invoice for any of the triggering events, and the terms of the second sentence in Section II(D) shall apply.

SECTION IV. MISCELLANEOUS:

- A. Expenses: The City will be responsible for the payment of necessary “hard” or “actual” expenses incurred by Marshal M. Pitchford and/or DPY in the performance of the legal work described herein. This includes, for example, courier services and filing fees. Mileage related to litigation, if any, shall also be included as allowable expenses under this section.
- B. Malpractice Insurance: Marshal M. Pitchford and/or DPY shall carry malpractice insurance and provide proof of coverage to the City upon request.
- C. Other Employment and Practice: Marshal M. Pitchford and/or DPY may represent, perform services for, and be employed by any additional clients, persons, or companies as an attorney, as Marshal M. Pitchford shall in his sole discretion determine, provided such representation is not in conflict with the interests of the City of Hudson, unless the City of Hudson waives such conflict.
- D. With the approval of the City Manager, Marshal M. Pitchford 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 City at the hourly rates as set forth and identified in Sections II (B) and (C).
- E. This Agreement shall only be effective upon legislative action by City Council and the City Manager’s signature.
- F. Assignment: The rights and duties under this Agreement are personal and may not be assigned by either party without prior written consent.
- G. Entire Agreement: This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall be considered a separate and an independent document, which shall supersede all other agreements, either oral or written, between the parties. For purposes of construction, this Agreement will be deemed to have been drafted by both parties. The parties may together amend or modify this Agreement. All such amendments shall be in writing and shall be signed by authorized representatives of all four parties and the approval of City Council.

- H. If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.
- I. The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving party. Any such waiver will not be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.
- J. Counterparts and Electronic Signatures: This Agreement may be signed in ink or electronic signature (such as DocuSign) and in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile or electronic copy of an original transmitted to the other party is effective as if the original was sent to the other party.

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

CITY OF HUDSON, OHIO

DiCAUDO, PITCHFORD & YODER, LLC

By: _____
Thomas J. Sheridan, City Manager

By: _____
Marshal M. Pitchford, Member

Approved as to form:

MARSHAL M. PITCHFORD

Counsel for the City

By: _____
Marshal M. Pitchford