

AGREEMENT FOR SPECIAL COUNSEL

THIS AGREEMENT made this 10th day of April, 2023, by and between the City of Hudson, an Ohio chartered municipality ("City"), and, DiCaudo, Pitchford & Yoder, LLC, a law firm with attorneys licensed to practice law in the state of Ohio ("DPY").

SECTION I. SPECIAL COUNSEL SERVICES: DPY shall provide the following legal services:

- A. Advise the City, City Manager, Mayor, officers and departments of the City and the City 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 the City Manager and/or Council, and prepare, review, and provide counsel on all regular notices, contracts, opinions, memoranda, land development code matters, and status reports as requested by the Council, City Manager, or other authorized official.
- C. Attend, when requested and needed, regular Council meetings, special Council meetings, and other committees and/or boards of the City as directed.
- E. For all regular services as described in this Section I, Marshal Pitchford is the primary contact. At his discretion, DPY may utilize other members of his law firm or another law firm to assist in providing services to the City at the rates provided in Subparagraph II(A).

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

- A. DPY shall be paid a fee of Two-Hundred Dollars (\$200) an hour for the provision of the legal services set forth herein, which shall be paid the month following the month that the services are rendered.
- B. The Law Firm shall track the time spent on all legal services provided to the City in one-tenth of an 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.
- C. For all services which are not of a regular nature, including, but not limited to, services related to environmental, economic development and incentives, bond proceedings or related public improvements, DPY may utilize members of his law firm or another firm to assist in providing legal services to the City. As applicable, the attorneys' standard government or commercial hourly rates shall apply for these non-regular services, and authorization for such rates is hereby given by the City.

SECTION III. TERM AND TERMINATION:

- A. The provisions of this Agreement shall take effect on the 10th day of April, 2023. The initial term of this Agreement shall be until December 31, 2024. Thereafter, the Agreement shall automatically renew in two-year terms, unless modified by mutual consent of the parties or terminated as called for herein.
- B. DPY may cancel the Agreement at any time by giving a written thirty (30) day notice to the other party. The City may terminate this Agreement without notice at any time. In either event, DPY shall, within thirty (30) days after termination of the Agreement, provide a written summary of all the City's outstanding legal matters for which DPY had responsibility.

SECTION IV. MISCELLANEOUS:

- A. Expenses: The City will be responsible for the payment of necessary "hard" or "actual" expenses incurred by DPY in the performance of the legal work described herein. This includes, for example, courier services and filing fees. Mileage shall be included as an allowable expense under this section.
- B. Malpractice Insurance: DPY shall carry malpractice insurance and provide proof of coverage to the City upon request.
- C. Other Employment and Practice: DPY may represent, perform services for, and be employed by any additional clients, persons or companies as an attorney, as DPY shall in its sole discretion determine.
- D. With the approval of the City Manager, DPY shall have the authority to retain outside counsel on any matter to which it may have a conflict and would be unable to represent the City at the hourly rates as set forth and identified in Subparagraph II (A).
- 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.

[Remainder of Page is Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and place 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:

Counsel for the City