

**AGREEMENT FOR LEGAL SERVICES
AS SOLICITOR, ASSISTANT CITY
SOLICITOR, AND SPECIAL COUNSEL**

THIS AGREEMENT made this 1st day of June, 2026, 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 (“DP&Y”).

SECTION I. CITY SOLICITOR, ASSISTANT CITY SOLICITOR, and/or SPECIAL COUNSEL SERVICES: Marshal M. Pitchford and/or DP&Y 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 of the City Manager 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. DP&Y and/o Marshal Pitchford have been appointed as Assistant City Solicitor and 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 shall provide the following “General Solicitor” services: attend in person at least two (2) regular City Council meetings (per approved City Council Calendar); research, prepare, and/or review all legislation; discuss, advise, and consult with all City officials as to all legislation, Council parliamentary procedural questions, and attend all City Council Agenda Planning Conferences; and, attend four (4) hour City Hall “office hours” on two (2) Wednesday mornings per month. These Wednesday morning sessions will follow the Tuesday Council Workshop meetings and will cover general Solicitor tasks, in-person meetings, email and administrative responses, Director and Staff meetings, and discussions on litigation, bond, labor, HR, and other matters as directed by the City Manager, that the Solicitor may or may not be working directly on, since the City has multiple firms and not one department for legal work in the City.
- E. DP&Y shall provide the following “Assistant City Solicitor” services:
 - (1) DP&Y will staff City Hall with an attorney(s) who will work on-site Monday through Thursday each week. (approximately 8:00 am – 5:00 pm, with an hour for lunch if needed, i.e., can leave early if only a half-hour lunch is taken). Holidays are excluded. During City Hall office hours, the Assistant Solicitor shall work exclusively on City of Hudson matters. On-

site City legal work includes contracts, Open Meetings Law compliance, administrative appeals, public records requests, engineering matters, community development, zoning, economic development, IT, land use, property acquisition and sales, interaction with the City Solicitor and other City staff, and any other legal matters as directed by the City Manager during City Hall office hours. At the beginning of each work week, the Assistant Solicitor shall submit to the City Manager a written list of projects for that coming week. The City Manager reserves the right to approve or reject the specific DP&Y associate assigned to this position for any reason.

- (2) The Assistant Solicitor will assume all Planning Commission (“PC”) and BZBA responsibilities, including agenda review, consultation, preparation for, and attendance at two (2) PC and one (1) BZBA regularly scheduled evening meetings each month.
- (3) The Assistant Solicitor shall fill in for the Solicitor when the Solicitor is unavailable.
- (4) All time off (vacation, sick, personal, bereavement, etc.) is the responsibility of DP&Y and will not be compensated by the City under the flat rate. Other than City holidays, any hours not worked should be made up during future City hours.
- (5) If the City Manager determines, in their sole discretion, that the Assistant Solicitor arrangement under this Section I(E) is not meeting the City's needs, the City may, with 60 days' written notice, terminate this Assistant Solicitor flat rate arrangement without triggering the early termination penalty. In this event or the City Manager hires a full-time in-house Assistant Solicitor, the Solicitor shall continue to be responsible and undertake legal oversight and ethical supervision. The Solicitor and Special Counsel engagement would continue under its existing compensation terms.

F. In addition to “General Solicitor” work, Mr. Pitchford, his designee and/or DP&Y shall provide “Special Counsel” legal services beyond those described in Section I(D) and (E), including the following:

- (1) Mr. Pitchford, his designee, and/or DP&Y 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.
- (2) Mr. Pitchford, his designee, and/or DP&Y shall undertake, prosecute, and/or defend the City in all suits and legal controversies as Mr. Pitchford deems proper and/or 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 Mr. Pitchford’s capacity as City Solicitor, in his or the firm’s capacity as Special Counsel, or both.

- (3) Mr. Pitchford, his designee, and/or DP&Y shall provide all legal work regarding Community Reinvestment Area and Tax Increment Financing negotiations and agreements.
 - (4) All environmental and conflict work will be assigned to other legal counsel.
- G. For all regular services as described in this Section I(G), as City Solicitor for the City of Hudson, Assistant City Solicitor, 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 Nine Thousand One Hundred Sixty-Six and 66/100 Dollars (\$9,166.66) in salary each month (~\$110,000/year) 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. On January 1, 2027, and each year thereafter, the annual salary rate shall be \$118,000.
- B. For the “Assistant City Solicitor” legal services under Section I(E), DP&Y shall be paid Twelve Thousand Five Hundred Dollars (\$12,500.00) each month (\$150,000/year). This position is not eligible for the Ohio Public Employee Retirement System. No other benefits, such as healthcare, unemployment, or insurance, are provided for the individuals providing these services. On January 1, 2027, and each year thereafter, the annual rate for such services shall be \$160,000.
- C. DP&Y shall be paid hourly for providing civil legal services under Section I (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. Except as provided in Section II(D), the hourly rates for the services under this Section II(C) are as follows: for the remainder of 2026: \$270/partner; \$245/associate or equivalent; \$190/paralegal; and, for 2027 and each calendar year thereafter: \$285/partner; \$260/associate or equivalent; \$195/paralegal. The hourly rates under this Section II(C) may be raised for 2028 and every calendar year thereafter in increments of no more than \$25 only with the approval of the City Manager.

- D. 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(F)(3) and (4)), 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(C)), 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(F)(3) shall only be billed to developers, incentive applicants, or other similar parties.
- E. Invoices shall be issued the month following the month that the services are rendered and shall be paid within thirty (30) days of issuance.

SECTION III. TERM and TERMINATION:

- A. The provisions of this Agreement shall take effect on the 1st day of June, 2026 through December 31, 2028 (approximately 2.5 years). After the December 31, 2028 date, this Agreement shall automatically renew in two-year terms (i.e. January 1 to December 31), unless either party gives notice of termination at least one-hundred twenty (120) days prior to the expiration date.
- B. Each party may cancel this Agreement at any time by giving at least one-hundred twenty (120) 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 DP&Y 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 DP&Y or the City terminates this Agreement without cause and without one hundred twenty (120) 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 two (2) times the amount of the then-current monthly rate for Assistant City Solicitor services. The parties acknowledge and agree that these payment terms are not intended to serve as a penalty but rather as an agreed amount compensating the other party for real time and work that will result from such termination. This subparagraph shall not apply if Marshal Pitchford or DP&Y terminates early due to the incapacity or death of Marshal Pitchford.
 - (2) The payments described in Section III(C)(1) 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(E) 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 DP&Y 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 DP&Y shall carry malpractice insurance and provide proof of coverage to the City upon request.
- C. Other Employment and Practice: Marshal M. Pitchford and/or DP&Y 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 (C) and (D).
- 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 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

MARSHAL M. PITCHFORD

By: _____
Marshal M. Pitchford

Approved as to form:

STEFANIK IOSUE ASSOCIATES LLC

By: _____
Jeremy Iosue, Counsel for the City