

**AGREEMENT FOR LEGAL SERVICES  
AS ACTING SOLICITOR AND/OR SPECIAL COUNSEL**

THIS AGREEMENT made this 19<sup>th</sup> day of December, 2023, by and between the City of Hudson, an Ohio chartered municipality (“City”), and, Marshal M. Pitchford, an attorney, and DiCaudo, Pitchford & Yoder, LLC, a law firm with attorneys licensed to practice law in the state of Ohio (together “DPY”).

SECTION I. ACTING SOLICITOR and/or SPECIAL COUNSEL SERVICES: DPY shall provide the following legal services:

- A. Marshal M. Pitchford has been appointed Acting 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 Acting City Solicitor until the City Manager has appointed a permanent City Solicitor and the City Council has concurred in such appointment. At that time, Marshal M. Pitchford shall continue to serve as Special Counsel to the City and the terms and authorizations provided herein shall remain in effect.
- B. Marshal M. Pitchford is permitted to and shall undertake the 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 and shall give legal opinions in writing when requested by the City Manager or City Council.
- C. Marshal M. Pitchford shall draft, review, and 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 notices, contracts, opinions, memoranda, land development code matters, status reports, and/or all regular City related matters as requested by the Council, City Manager, or other authorized official.
- D. Marshal M. Pitchford shall attend, when requested and/or needed, City related meetings, including regular Council meetings, Special Council meetings, Council work sessions, and meetings of other City committees, commissions, and/or boards, as directed by the City Manager or City Council.
- E. Marshal M. Pitchford shall undertake, prosecute, and/or defend, as the City Manager or City Council may require, litigation on behalf of the City, including the prosecution and/or defense of litigation on behalf of the City. Such efforts may be in his capacity of Acting City Solicitor or Special Counsel.
- F. For all regular services as described in this Section I, as Acting City Solicitor for the City of Hudson or in his capacity as Special Counsel, Marshal M. Pitchford is the primary contact. At his discretion, Mr. Pitchford 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 Subparagraphs II(A) or (C).

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

- A. Marshal M. Pitchford and all those providing services hereunder shall be paid a fee of Two-Hundred Dollars (\$200) an hour for the provision of the regular legal services set forth herein, which shall be paid the month following the month that the services are rendered. Effective January 1, 2024, the applicable hourly rate shall be Two-Hundred Twenty-Five Dollars (\$225) an hour. Before the 1<sup>st</sup> of January each subsequent year, Mr. Pitchford may raise the applicable hourly rate by no more than Twenty-Five Dollars (\$25) subject to the City Manager's approval. Invoices outstanding for over 30 days are subject to interest at 1.5% per month starting on the due date for such invoice (i.e. the last day of the month for the month following the date(s) of service).
- B. Marshal M. Pitchford and all those providing services hereunder shall track the time spent on all legal services provided to the City in one-tenth of an hour increments and, as may be specifically requested, 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, 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 government or commercial hourly rates shall apply for these non-regular services (not the rate listed above in Subparagraph II(A)), and authorization for such rates is hereby expressly given by the City.

SECTION III. TERM, TERMINATION AND AMENDMENT:

- A. The provisions of this Agreement shall, retroactively as applicable, take effect on the 10<sup>th</sup> day of April, 2023. The initial term of this Agreement shall be from such date until December 31, 2024, and the terms of this Agreement replace, and for the avoidance of doubt, substitute in the place of the parties' prior agreement, dated April 10, 2023. 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. Marshal Pitchford may cancel the Agreement at any time by giving a written, thirty (30) day notice to the City Manager. The City may terminate this Agreement without notice at any time. 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 DPY had responsibility. Marshal M. Pitchford and all those providing services hereunder may bill and the City shall pay for such closing services.

- C. 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 three parties and with the approval of City Council.

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, 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 it may have a conflict and would be unable to represent the City at the hourly rates as set forth and identified in Subparagraphs II (A) or (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.

[Signature Page to Follow]

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  
Max Rieker  
Weston Hurd, LLP

By: \_\_\_\_\_  
Marshal M. Pitchford