

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION NO. 1093

A RESOLUTION EMPLOYING A VILLAGE SOLICITOR FOR THE  
VILLAGE OF GEORGETOWN, OHIO FOR THE YEARS 2014-2015

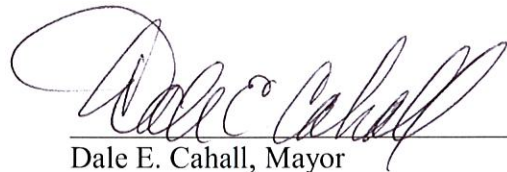
BE IT RESOLVED by the Council of the Village of Georgetown, Brown County, Ohio,  
two-thirds (2/3) or more of all members thereof concurring as follows:

SECTION 1. That Jay D. Cutrell, Attorney at Law, 118 South Main Street, Georgetown,  
Ohio, be employed as Village Solicitor for the Village of Georgetown, Brown County, Ohio, for  
the years, 2014-2015.


SECTION 2. That the Mayor of this Village be, and he hereby is, authorized to sign an  
agreement with the said Jay D. Cutrell to employ him as Solicitor for the Village of Georgetown,  
Brown County, Ohio at the rate of \$4,400.00 per year for the year 2014 and at the rate of  
\$4,800.00 per year for the year 2015 for regular and ordinary services and at the rate of \$130.00  
per hour for the year 2014 and at the rate of \$130.00 per hour for the year 2015 for legal services  
not considered ordinary and regular services, with the Solicitor being considered as an employee  
of the Village of Georgetown for purposes of the Public Employees Retirement System and the  
Village of Georgetown providing family (husband and wife) health insurance coverage to the  
Solicitor as an employment benefit.

SECTION 3. That this resolution shall be in full force and effect from and after the earliest  
date allowed by law.

PASSED: December 12, 2013

  
Dale E. Cahall, Mayor

ATTEST:

  
Natalie K. R. Newberry, Fiscal Officer

## AGREEMENT

This Agreement made and concluded at Georgetown, Ohio by and between the Village of Georgetown, Brown County, Ohio, hereinafter referred to as "Village" and Jay D. Cutrell of 118 South Main Street, Georgetown, Ohio 45121, hereinafter referred to as "Solicitor,"

### WITNESSETH

**WHEREAS**, the Village is a non-charter municipality of the State of Ohio situated in the County of Brown, and

**WHEREAS**, the Solicitor is a duly licensed attorney-at-law in the State of Ohio with his principal place of business being at Georgetown, Ohio, and

**WHEREAS**, Ohio Revised Code Section 733.48 authorizes the legislative authority of a village to provide legal counsel for the village for a period not to exceed two years and to provide compensation for such counsel, and

**WHEREAS**, the Council of the Village of Georgetown has, by Resolution No. 1093 passed December 12, 2013, approved the employment of Jay D. Cutrell as its legal counsel and has authorized the execution of this Agreement,

**NOW THEREFORE**, in consideration of the foregoing, the parties hereto do agree as follows:

1. **Employment and Term.** The Village hereby employs and Jay D. Cutrell hereby accepts employment as the Solicitor for the Village of Georgetown for a term of two years, beginning January 1, 2014 and expiring December 31, 2015. The Solicitor shall be considered as an employee of the Village for purposes of the Public Employees Retirement System.

2. **Duties of Solicitor.** It shall be the duty of the Solicitor to act as attorney and counsel for the Village and the officers thereof in their official capacity and, as such attorney, to prosecute and defend all actions by or against the Village or any department or officer thereof during the term of this Agreement; to render legal opinions to the council and to any department or officer of the Village upon request in writing; to attend the meetings of council, both regular and special, as deemed necessary by the council; to attend the meetings of the various Boards of the Village as may be requested or required; and to prepare and/or review such ordinances, resolutions, agreements and other documents on behalf of the Village as may be required. The duties of the Solicitor shall not be deemed to include matters customarily requiring expertise in specialized areas of the law such as bond law or utilities law (by way of example and not by way of limitation). In the event a matter is outside the area of expertise of the Solicitor, he shall so advise the Village and shall recommend that the Village retain other counsel.

3. **Prosecution of Criminal Matters.** The Solicitor shall prosecute all ordinance violation cases in the mayor's court of the Village or in such other courts as may be required. The Solicitor shall however, after investigation, have discretion to determine which cases merit full prosecution and which cases merit reduction and/or dismissal.

4. **Assistants.** The Solicitor may designate one or more of his partners or associates with whom he is engaged in the practice of law as assistant solicitors to assist him in the performance of his duties and any such assistant shall be authorized to represent the Village on behalf of or in the absence of the Solicitor.

5. **Compensation.**

(a) **Ordinary Services.** Compensation for ordinary services as Solicitor shall be on a retainer basis of \$4,400.00 for the period January 1, 2014 through December 31, 2014, payable

monthly and on a retainer basis of \$4,800.00 for the period January 1, 2015 through December 31, 2015, payable monthly. Ordinary services shall be deemed to include all services rendered by the Solicitor and/or his assistants for or on behalf of the Village up to and including three and five-tenths (3.5) total hours in any given calendar month.

(b) **Extraordinary Services.** Compensation for extraordinary services shall be billed to the Village by the Solicitor at an hourly rate and shall be deemed to include all services rendered by the Solicitor and/or by his assistants for or on behalf of the Village in excess of three and five-tenths (3.5) total hours in any given calendar month. The hourly rate for extraordinary services shall be \$130.00 per hour for the period January 1, 2014 through December 31, 2014 billable and payable monthly and the hourly rate for extraordinary services shall be \$130.00 per hour for the period January 1, 2015 through December 31, 2015 billable and payable monthly.

6. **Clerical Work.** There shall be no additional charge to the Village for the services of Solicitor's private clerical staff in connection with clerical work on Village matters being handled by the Solicitor, provided however, that the Solicitor shall be entitled to bill the Village for the services of his clerical staff when documents of unusual length are required to be typed or copied. As used herein, any document exceeding ten double-spaced pages shall be considered to be of unusual length.

7. **Conflict of Interest.** Should a conflict of interest arising from the Solicitor's private practice of law prevent the Solicitor from representing the Village on any matter, the Solicitor may withdraw from such matter and recommend that the Village secure other legal representation in connection with such matter. The decision of the Solicitor shall be final in determining whether a conflict of interest situation has arisen or is likely to arise.

8. **Termination.** This Agreement may be terminated by either party hereto at the end of any calendar quarter on thirty days prior written notice to the other party.

9. **Extension of Term.** In the event that the Solicitor would be engaged in a legal project on behalf of the Village which would extend beyond the term of this Contract, or any renewal thereof, this contract may be extended at the option of the Village at the same rates and on the same terms last in effect through the completion of such project.

10. **Addendum to Legal Services Agreement.** This Agreement may serve as a an Addendum to any separate Legal Services Agreement entered into between the parties for purposes of any state or federal government loan/grant (or similar) projects in which the Village may be involved.

11. **Health Insurance Coverage.** The Village agrees to provided the Solicitor, as a benefit of employment, a policy of family (husband and wife) health insurance coverage through the group plan of health insurance provided by the Village to its employees with all premiums and costs therefor to be paid by the Village.

12. **Referral of Prosecution of Criminal Matters.** The Solicitor shall be authorized to refer the prosecution of all ordinance violation cases (whether pending in the mayor's court of the Village or in other courts of competent jurisdiction) to such other attorneys as are authorized by Resolution of Council to handle such matters on behalf of the Village.

13. **Place of Performance of Duties.** It is expected that the duties required to be performed by the Solicitor pursuant to this Agreement will be performed at the Solicitor's usual place of business in Georgetown, Ohio. It is expressly agreed that attendance at meetings and other functions away from the Solicitor's usual place of business will be for the convenience of the employer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12th

day of December, 2013.

THE VILLAGE OF GEORGETOWN

BY   
Dale E. Cahall, Mayor

  
Jay D. Cutrell