

RECORD OF RESOLUTION

Resolution No. 2024-R-18

Passed December 16, 2024
YEAR

VILLAGE COUNCIL OF NORTH FAIRFIELD, OHIO
RESOLUTION NO.: 2024-R-18

LEGAL COUNSEL FOR VILLAGE
ORC 733.48(A)

2025

A RESOLUTION CONSIDERING IT NECESSARY TO PROVIDE LEGAL COUNSEL FOR THE VILLAGE, AND AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH LEGAL COUNSEL, AND PROVIDING COMPENSATION AND DECLARING AN EMERGENCY

WHEREAS, Section 733.48(A) of the Ohio Revised Code provides that, when it considers it necessary, the legislative authority of a village may provide legal counsel for the village and shall provide compensation.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NORTH FAIRFIELD, STATE OF OHIO: (RC 731.18)

SECTION 1. LEGAL COUNSEL. That Council considers it necessary to provide legal counsel for the village pursuant to Section 733.48(A) of the Ohio Revised Code.

SECTION 2. COMPENSATION. In addition to regular compensation as provided by Compensation Ordinance (See ORC 731.13) the Solicitor shall be paid additional compensation as provided by the Agreement authorized herein.

SECTION 3. AGREEMENT. That the Mayor and Fiscal Officer are hereby authorized and directed to enter into an agreement with legal counsel and providing for compensation and other terms of engagement. See Agreement ATTACHED HERETO and incorporated herein by reference. (See ORC 733.48(A) and 731.13[Compensation])

SECTION 4. APPOINTMENT. That Village Council hereby appoints attorney STEVE PALMER as legal counsel, and Village Solicitor.

SECTION 5. That all previous legal counsel legislation and agreements inconsistent herewith are hereby rescinded and repealed.

SECTION 6. DISPENSE WITH THREE READINGS. That the legislative authority, upon a vote of at least three-fourths of its members, hereby dispenses with the rule requiring each ordinance or resolution shall be read on three different days. [R.C. 731.17(A)(2)]

SECTION 7. DECLARATION OF EMERGENCY FOR IMMEDIATE EFFECT. That by two-thirds vote of all the members elected to the legislative authority, this legislation is hereby declared to be an emergency measure pursuant to RC 731.30, being necessary for the immediate preservation of the public peace, health, or safety of the municipal corporation and shall go into immediate effect for the following reason(s):

Unless renewed, the current legal counsel Agreement will expire December 31, 2024.

SECTION 8. PUBLIC MEETING. That it is found and determined that all formal action of this public body concerning or relating to the passage of this legislation were adopted in a public meeting open to the public at all times, and that all deliberations of the public body and any of its committees that resulted in such formal action, were in public meetings open to the public, in compliance with all legal requirements including all lawful ordinances and

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any applicable provisions of section 121.22 of the Ohio Revised Code.

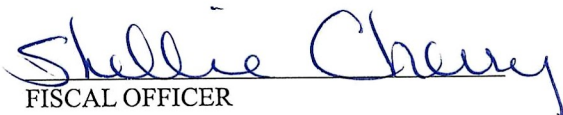
WHEREFORE, this legislation shall be in full force and effect from and after the earliest period allowed by law.

PASSED AND ADOPTED on this 16 day of December, 2024.

ATTESTATION (RC 731.20)

We hereby attest and affirm that the foregoing legislation received the necessary affirmative roll call votes required for passage by R.C. 731.17.


MAYOR


FISCAL OFFICER

LEGISLATION READINGS ORC 731.17(A)

- (1) Each ordinance and resolution shall be read by title only, provided the legislative authority may require any reading to be in full by a majority vote of its members.
(2) Each ordinance or resolution shall be read on three different days, provided the legislative authority may dispense with this rule by a vote of at least three-fourths of its members.

First Reading: 12/16/24 Second Reading: Dispensed Third Reading: Dispensed

ROLL CALL VOTE ORC 731.17(A)(3)

The vote on the passage was taken by yeas and nays and entered upon the journal. Each ordinance or resolution shall be passed, except as otherwise provided by law, by a vote of at least a majority of all the members of the legislative authority. Yeas, nays, abstentions, excused or absent votes were recorded as follows:

Yes
Adam Rouse

Yes
Sharleen Coy

Yes
Jeremy Antill

Yes
Cody Hacker

Yes
Trevor Arnold

Yes
Joshua Radcliffe

PREPARED BY AND APPROVED AS TO FORM [See also RC 731.21(B)]:


VILLAGE SOLICITOR/ Steve Dalmer

CERTIFICATE OF PUBLICATION ORC 731.21 and 731.22

Pursuant to ORC 731.21(A)(3), I hereby certify that a succinct summary of the above legislation was/will be published using the following method: **ON THE WEBSITE AND SOCIAL MEDIA ACCOUNT OF THE MUNICIPAL CORPORATION**

The succinct summary was reviewed by the village solicitor as required by ORC 731.21(B). Publication was/will be made at least once a week for two consecutive weeks as required by ORC 731.22.


FISCAL OFFICER

ATTACHMENT TO FOLLOW

AGREEMENT
LEGAL COUNSEL FOR VILLAGE
ORC 733.48(A)

Village of NORTH FAIRFIELD, Ohio

2025

WHEREAS, when it deems it necessary, the legislative authority of a Village may provide legal counsel for the Village, or for any department or official thereof, and provide compensation for such counsel. See Section 733.48 of the Ohio Revised Code.

WHEREAS, the legislative authority of the Village of North Fairfield has considered it necessary to provide legal counsel to the village and in accordance with Resolution No.: 2024-R-18 (attached hereto as EXHIBIT and INCORPORATED HEREIN BY REFERENCE) has given the undersigned representative of the Village the authority to enter into this Agreement.

THEREFORE, in consideration of mutual promises contained herein, and for other good and valuable consideration, the parties hereby agree to the terms contained herein.

1. PARTIES TO VILLAGE LEGAL COUNSEL AGREEMENT

1.1 This Agreement is executed by and between:

the Village of North Fairfield, an Ohio municipal corporation, and political subdivision with its principal offices located at 3 East Main Street, North Fairfield, Ohio, 44855 (hereinafter “Village”) and,

Mr. Steve Palmer, Esq., PO Box 533, Milan, Ohio 44846, designated (hereinafter “Village Legal Counsel”).

1.2 The Village and the Village Legal Counsel constitute the only parties to this Agreement.

2. GENERAL DESCRIPTION

2.1 Attorney Steve Palmer, Esq. agrees to act as Village Legal Counsel for the Village and assume all duties and responsibilities of such position as provided by the Ohio Revised Code and this Agreement.

2.2 This Agreement sets forth all terms between the Village and the Village Legal Counsel. It supersedes any and all previous agreements, contracts, communications, or representations between the parties, whether oral or written.

2.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Village and the Village Legal Counsel. Further, all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of the Village and the Village Legal Counsel only.

3. SCOPE OF SERVICES PROVIDED BY VILLAGE LEGAL COUNSEL

3.1 The Village Legal Counsel agrees to perform legal services for the Village and shall:

3.1.1 Be a licensed attorney in good standing, admitted to practice in the courts of the State of Ohio.

3.1.2 Act as legal counsel for the Village and all departments and officers thereof in their official capacity and shall prosecute and defend all actions by or against the Village or any department or officer thereof.

4. SCOPE OF DUTIES AND OBLIGATIONS REQUIRED OF THE VILLAGE.

- 4.1 **FLAT FEE.** Village shall pay Village Legal Counsel the sum of **Nine Hundred Fifty and 00/100 (\$950.00)** in consideration for certain specific legal services to be performed as delineated by this Agreement.
- 4.1.1 Such services shall include, at no additional charge, phone consultation with the Mayor, Fiscal Officer and Village Administrator between the hours of 8:30am and 5pm, Monday through Friday, excluding weekends and holidays.
- 4.1.2 Such services shall also include, at no additional charge, the attendance at the two (2) regularly scheduled village council meetings per month.
- 4.2 **HOURLY FEE.** Village shall further pay Solicitor an hourly fee of **One Hundred Fifty and 00/100 dollars (\$150.00)** per hour for village legal services not specifically provided by the flat fee.
- 4.3 **POLICIES; PROCEDURES; RULES; REGULATIONS; and BY-LAWS.** The Village, at the request of the Village Legal Counsel, shall provide Village Legal Counsel with a copy of any enacted, or adopted, policy, procedures, rules and/or by-laws of any department, board, committee or any other village governing body.
- 4.4 **COPIES OF CORRESPONDENCE.** All Village officials, at the request of the Village Legal Counsel, shall provide Village Legal Counsel with copies of all documents, correspondence, and communications relating to any matter in which the Solicitor deems relevant to the representation of the Village or its Officials.
- 4.5 **LITIGATION COMMUNICATION.** In matters of litigation, Village officials shall refer all correspondence, documents, and communications to the Village Legal Counsel.
5. **TOTAL PAYMENT; OBLIGATION TO PAY.**
- 5.1 To receive payment for services rendered, the Village Legal Counsel shall do the following:
- 5.1.1 Payment requests shall be submitted via invoice monthly and payable in full upon receipt.
- 5.1.2 Payment requests for hourly services not included in flat fee shall be itemized according to time expended by Village Legal Counsel.
- 5.1.2.1 Travel time by the Village Legal Counsel to village meetings is not a billable expense
- 5.1.2.2 Billing for hourly services shall be in minimum increments of .10 hours.
6. **COMMENCEMENT OF TERMS.** The Parties agree that the terms of this Agreement shall be in force and effect upon the execution of this Agreement by all parties.
7. **DURATION OF AGREEMENT.** The Parties agree that this Agreement shall be for an initial period from **January 01, 2025, to December 31, 2025.** Thereafter the agreement shall be automatically renewed on January 1st of each year unless and until terminated by either party.
8. **TERMINATION OF AGREEMENT.**
- 8.1 This Agreement may be terminated by a two-thirds vote of Council only after providing thirty (30) days written notification to the Village Legal Counsel of Council's intention to terminate.
- 8.2 This Agreement may also be terminated by the Village Legal Counsel upon providing thirty (30) days written notification to Council of intention to terminate.
- 8.3 Upon receipt of notice of termination of this Agreement, the Village Legal Counsel shall continue to perform all work and services required under this Agreement for a period of thirty days, at which time he shall promptly cease such performance. In full discharge of any obligations to the Village Legal Counsel as to such determination, the Village shall pay all fees earned, costs, and non-cancel-able commitments incurred prior to the termination of this Agreement.
- 8.4 Within thirty days of the termination date of this Agreement, the Village Legal Counsel shall return to the Village all original documents related to the Village in his possession.
9. **TAXES.** Solicitor shall be responsible for paying all state, local and federal income taxes and reporting of same to the appropriate taxing agencies.

10. WORKERS' COMPENSATION EXCLUDED. Solicitor alone shall be responsible for all workers' compensation and unemployment compensation for Solicitor's employees or agents.

11. EMPLOYMENT BENEFITS EXCLUDED FROM AGREEMENT. Solicitor shall not be eligible for sick leave, vacation, hospitalization, or any fringe benefits extended to regular employees of the Village other than OPERS as provided in this Agreement.

12. O.P.E.R.S. Village shall enroll Solicitor in the Ohio Public Employee Retirement System (OPERS) and shall be authorized to deduct the necessary amount prescribed by law from each monthly Civil Flat Fee only.

13. GOVERNING LAW AND SURVIVAL.

13.1 The law of the State of Ohio will govern the validity of the terms of this Agreement, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions of the Agreement shall not be impaired.

13.3 Any action filed concerning a dispute under this Agreement must be filed in the appropriate court in Huron County, Ohio.

14. METHOD OF SERVING NOTICE. Any notice or other communication required to be given under the terms of this Agreement shall be made in writing and shall be deemed to have been perfected if mailed in the United States mail if postage prepaid, or hand delivered to either of the Parties to the Agreement or sent via email.

Village: **VILLAGE OF NORTH FAIRFIELD**
Attn: Fiscal Officer
3 East Main Street
PO Box 188
North Fairfield, OH 44855
northfairfieldv@gmail.com

Solicitor: STEVE PALMER, Esq.
PO Box 533
Milan, OH 44846
sploffice17@gmail.com

15. AMENDMENTS. The Parties to this Agreement may, by mutual written consent, agree to amend or modify this Agreement in whole or in part, at any time.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement on the dates indicated herein in the Village of North Fairfield, Huron County, Ohio.

VILLAGE OF NORTH FAIRFIELD, OHIO



MAYOR

12/16/24

Date

Shellie Cherry

FISCAL OFFICER

12/16/24

Date

VILLAGE SOLICITOR / LEGAL COUNSEL



STEVE PALMER, Esq.

12/16/24

Date

Prepared by:

STEVE PALMER, Esq. (0058481)
Attorney at Law
PO Box 533
Milan, Ohio 44846
(419) 677-0031

ATTACHMENT(S) TO FOLLOW