

VILLAGE OF OBETZ
RECORD OF ORDINANCES



ORDINANCE: 01 – 21

PASSED: January 11, 2021

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR SPECIAL COUNSEL SERVICES WITH FROST BROWN TODD LLC, AND DECLARING AN EMERGENCY

WHEREAS, Section 6.02(E) of the Charter of the Village of Obetz provides for the appointment of special counsel for the Village and that the law firm of Frost Brown Todd LLC has submitted a proposal to provide such legal services to the Village; and

WHEREAS, pursuant to Section 6.02(E), it is necessary and appropriate that Village Council authorize the Village Administrator to enter into an agreement for legal services;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OBETZ THAT:

Section 1. That Village Council hereby authorizes and directs the Village Administrator to enter into an Agreement for Special Counsel Services with Frost Brown Todd LLC, in a form substantially similar to the agreement attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That this Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, such emergency arising from the need to confirm appointment of Frost Brown Todd LLC as the contract prosecutor for Village offenses at the Franklin County Municipal Court; wherefore, this ordinance shall take effect and be in force from and after its passage.

Passed this 11 day of JANUARY, 2021.

ATTESTS:

Stacey Bounnis
Stacey Bounnis, Clerk of Council

Angela M. Kirk
Angela M. Kirk, Mayor

Michael R. Johnson
Council Pres. Pro-Tem

APPROVED AS TO FORM

Eugene Hollins
Eugene Hollins, Esq., Law Director

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CERTIFICATION OF PUBLICATION

Pursuant to the Village Charter, I, Stacey E. Boumis, Clerk of Council of the Village of Obetz, Ohio, do hereby certify that Ordinance 01-21 was duly posted at 4:30 PM (time) on the 12 day of January, 2021, at the Obetz Government Center, ~~Obetz Athletic Club, and Obetz Community Center~~ (closed due to pandemic) as well as on the Obetz website.

Stacey Boumis
Stacey Boumis, Clerk

1/12/21
Date



EXHIBIT A

**AGREEMENT BETWEEN THE VILLAGE OF OBETZ
AND FROST BROWN TODD LLC FOR SPECIAL COUNSEL SERVICES**

This contract for special counsel services between the Village of Obetz, an Ohio Municipal Corporation, ("Obetz") and Frost Brown Todd LLC ("FBT"), effective this the 1st day of January 2021.

WITNESSETH:

WHEREAS, Obetz desires to hire Frost Brown Todd LLC as special counsel.

NOW, THEREFORE, intending to be bound by this Agreement, the parties agree as follows:

1. Special Counsel Services.

Obetz agrees to hire FBT, on an as needed basis, to provide general special counsel services. Any such general services shall be billed at a blended hourly rate of \$275. For 2021, any special counsel services shall not exceed the approved budget of \$26,000 without Council approval of additional appropriations.

FBT may also be hired, on an as needed basis, to do special project such as public finance or other major projects at an agreed upon hourly rate or a flat fee basis as agreed upon by FBT and the Administrator.

2. Prosecutor/Mayor's Court Services

FBT shall serve as the Obetz prosecutor for traffic and criminal matters in Franklin County Municipal Court. The prosecution of traffic and criminal matters in Franklin County Municipal Court shall be provided at the rate of \$2,000 per month.

4. Term.

This Agreement shall take effect and be in force from January 1, 2021 through December 31, 2021. However, either Party may terminate this Agreement upon providing thirty (30) days' notice of its intent to terminate to the other Party.

5. Miscellaneous Provisions.

- a. **Expenses and Disbursements.** In addition to charges for professional services as described above, FBT may charge Obetz for expenses incurred on its behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; expenses for computerized legal research and other automated services; and other business expenses as approved by the Administrator. Where relatively small amounts of money are involved (as determined by the Administrator or Law Director), FBT may advance payments to third parties and include them in his periodic bills. These smaller disbursements

include the following types of expenses: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges FBT pays to governmental or quasi-governmental agencies.

- b. **Invoices.** All invoices for legal services shall include a detailed itemization of the work tasks performed during that billing period, the person performing the work, the billing rates (where applicable) and the time spent on each task. The invoice shall be organized by related work categories and/or projects, as specified by the Administrator.
- c. **Applicable Laws.** FBT shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement, including all applicable nondiscrimination requirements, including without limitation the provisions of Presidential Executive Order 11246 and the rules and regulations issued thereunder, which are incorporated herein by this reference. Additionally, all attorneys employed or contracted by FBT shall comply with the Ohio Rules of Professional Responsibility.
- d. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- e. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- f. **Parties in Interest.** This Agreement is enforceable only by FBT and Obetz. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of FBT's personnel assigned to Obetz's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- g. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior

negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.

- i. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.
- j. **Personal Service Contract.** The Parties agree that this Agreement is, and is intended to be, a "personal service contract" as provided in Section 145.03, Ohio Revised Code and as interpreted in Section 145-1-42 (A) of the Ohio Administrative Code. This Agreement is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42 (A). The Parties further agree that since this is a personal service contract, no Public Employee's Retirement System deductions will be made from FBT's compensation nor paid to the Public Employee's Retirement System of Ohio on and in accordance with provisions of Section 145-1-42 (C) of the Ohio Administrative Code.
- k. **Independent Contractor.** It is the intention of the Parties that FBT is an independent contractor and not an employee, agent, joint venturer, or partner of Obetz. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Obetz and FBT. As a result, FBT, its employees, agents and contractors shall not be entitled to and cannot make a claim for retirement and/or insurance benefits.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

FROST BROWN TODD LLC

VILLAGE OF OBETZ

Stephen J. Smith

Mayor Angela M. Kirk

Approved as to form:

Eugene L. Hollins, Esq.
Director of Law

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from an previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

M. Matthew Cramblit, Finance Director