

RESOLUTION R42-18

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A TWO-YEAR CONTRACT TO EMPLOY FRANK J. PATRIZIO AND NATHANIEL FUNDERBURG AS LEGAL COUNSEL FOR THE VILLAGE OF COVINGTON

BE IT RESOLVED by the Legislative Authority of the Village of Covington, State of Ohio, that:

SEC. 1: Frank J. Patrizio and Nathaniel Funderburg shall be employed as Legal Counsel for the Village of Covington upon the terms set forth in the contract attached as Exhibit A.

SEC. 2: The Village Administrator is authorized to sign the contract for the employment of said Counsel.

SEC. 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

APPROVED December 17, 2018:


Edward L. McCord, Mayor


R. Scott Tobias, Council President


Brenda Carroll, Clerk/Fiscal Officer

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into between The Village of Covington, Ohio ("Village") and Frank J. Patrizio and Nathaniel Funderburg, attorneys for McCulloch, Felger, Fite and Gutmann Co. L.P.A. ("McCulloch") effective the 1st day of January, 2019 through December 31, 2020.

WHEREAS, Frank J. Patrizio and Nathaniel Funderburg shall act as the legal Counsel for the Village; and

NOW THEREFORE, the Village and McCulloch hereby agree as follows:

1. Frank J. Patrizio shall serve as legal Counsel and prosecutor for the Village. Nathaniel Funderburg shall act as his assistant.
2. All other attorneys at McCulloch may act as legal counsel and prosecutor when acting on behalf of the Village.
3. Village shall pay McCulloch the following fees for services rendered:
 - A. Review and preparation of ordinances and resolutions; and attendance at council meetings; routine telephone conferences and emails with the Administrator, Mayor and Police Chief; and attendance at pretrial hearings and routine phone conferences concerning criminal matters with Police Chief or his designee - \$1300 a month.
 - B. All other legal work performed for the Village will be billed at a rate of \$150.00 per hour, including but not limited to, preparation for criminal and civil trials or hearings and attendance at civil and criminal hearings on behalf of the Village.

It is the further understanding of the parties that no Village fringe benefits, including, but not limited to, participation in the PERS system, shall be paid to McCulloch.

4. McCulloch will bill all expenses incurred on behalf of the Village, such as reimbursement for long distance telephone calls, travel, postage, deliveries, experts, filing fees and other expenses. Copying fees will not be charged.
5. Village and McCulloch acknowledge that conflicts of interest between the Village and other clients of McCulloch occur from time to time and agree that they will handle conflicts in the manner discussed here. If McCulloch represents an existing client which needs legal representation in a matter involving the Village, the firm will advise Village Council of the matter. The Council will then determine, based on the facts of the case, if McCulloch may represent one or both of the parties, or if McCulloch cannot represent either. The President of Council will then execute a conflict waiver letter stipulating the role the Council feels is appropriate for McCulloch in the matter.

6. General direction on administrative matters shall be given to McCulloch through the Mayor or his/her designee. McCulloch will perform only such legal activities for the Village as are authorized by the Village Council, Council Members, the Village Mayor, the Village Administrator, the Village Clerk of Council or their designees. McCulloch shall also be authorized to perform, without specific instruction, those legal functions which are necessary or desirable for the welfare of the Village. All bills will be sent to the Clerk of Council.

7. McCulloch shall serve as an at-will employee of the Village.
This Agreement supersedes any and all other agreements, either oral or in writing, between McCulloch and the Village with respect to the employment of McCulloch by the Village as Village Solicitor of the Village of Covington, Ohio. Further, this Agreement contains all the covenants and agreements between the parties with respect to such employment in any manner whatsoever.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and Ordinances of the Village. In all cases permitted by law, the Ordinances of the Village shall control.

In witness whereof, the parties have executed this Agreement to be effective the date first stated above.

McCulloch, Felger, Fite and Gutmann Co., LPA
Nathaniel Funderburg
Frank J. Patrizio

By _____
McCulloch, Felger, Fite and Gutmann Co., LPA
By Frank J. Patrizio

By _____ By _____
Frank J. Patrizio Nathaniel Funderburg

The Village of Covington, Ohio

By _____
Michael Busse
Village Administrator