

# RECORD OF RESOLUTIONS

Resolution No. 2019-R

July 8, 2019

## CITY OF BELLBROOK, OHIO

### RESOLUTION NO. 2019-R

#### **A RESOLUTION APPROVING AN AGREEMENT FOR THE APPOINTMENT OF STEPHEN M. MCHUGH AS THE CITY'S MUNICIPAL ATTORNEY.**

WHEREAS, the Section 7.09 of the Bellbrook City Charter requires the appointment of the Municipal Attorney; and

WHEREAS, the agreement made with Amy Blankenship at the May 13, 2019 City Council meeting is unable to be fulfilled due to a recent change in her employment; and

WHEREAS, Stephen M. McHugh is an Attorney-at-Law, admitted to the practice of law in the State of Ohio and is in good professional standing; and

WHEREAS, the City wishes to appoint Stephen M. McHugh as the City's Municipal Attorney.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the attached one-year agreement for the employment of Stephen M. McHugh as Municipal Attorney for the City of Bellbrook effective July 9, 2019 is hereby approved.

Section 2. That this resolution shall take effect and be in force forthwith.



Michael W. Schweller, Mayor



Pamela Timmons, Clerk of Council



## **PROFESSIONAL SERVICES AGREEMENT CITY OF BELLBROOK**

THIS AGREEMENT is made and entered into this **9<sup>th</sup> day of July, 2019** by and between the City of Bellbrook, whose address is 15 East Franklin Street, Bellbrook, Ohio 45305 and the Contractor who shall be designated and herein by reference the ("Contractor") as such being identified as **Coolidge Wall Co., L.P.A.**, whose address is 33 West First Street, Suite 600, Dayton, Ohio 45402.

### **SECTION 1. GENERAL DESCRIPTION OF PROJECT**

Contractor hereby agrees to perform the professional services described in this agreement according to the terms and conditions outlined herein. The fees for which such services will be provided is described as Exhibit A.

### **SECTION 2. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES**

The Professional Services to be provided by **Coolidge Wall Co., L.P.A.** are identified below which is incorporated herein by reference (the "Services"):

Provide the following legal services to the City of Bellbrook administration, staff and City Council of the City:

- draft or review legislation;
- review and revise contracts
- attend any meetings as requested by the City Manager;
- provide legal review and counsel on matters before the City as requested by the City Manager;

The terms of this Agreement are not to apply to litigation or workers' compensation services. If the City requests these services by Contractor, it will be subject to separate agreement.

### **SECTION 3. DATE OF COMMENCEMENT**

The Date of Commencement for Services provided pursuant to this Agreement shall be July 9, 2019. The Contractor shall perform the designated services with due and reasonable

diligence consistent with sound professional practice and as agreed upon under the terms and conditions of this agreement.

**SECTION 4. COMPENSATION AND DURATION**

Compensation shall be as described within Exhibit A. Upon any default by the Contractor the City of Bellbrook may, at its sole discretion, in addition to any other remedies provided at law or in equity, terminate the Agreement upon 30 days written notice to the Contractor.

**SECTION 5. ENTIRETY OF AGREEMENT**

This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement shall be governed by the laws of the state where the services are performed.

**SECTION 6. NOTICES**

Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions stated is accepted as of the later date this document is signed by both parties.

**City of Bellbrook:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Steve McHugh, Coolidge Wall Co., L.P.A.

Name:

Steve McHugh

Title:

Shareholder

Date:

July 2, 2019

EXHIBIT A-  
FEES

The hourly billing rate for legal fees shall be \$165.00 per hour for 2019.

If the City and Coolidge Wall Co., L.P.A. mutually agree to renew the Contract for Legal Services for 2020 through 2021, then the hourly billing rate for legal fees shall be negotiated under a two (2) year renewal as negotiated with City Council and/or its representative.

All billing shall be based upon no less than one-quarter of an hour for the term of this agreement.