

AGREEMENT  
LEGAL COUNSEL FOR VILLAGE  
ORC 733.48(A)

Village of GREENWICH, Ohio

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, or for any department or official thereof, and shall provide compensation for such counsel.

WHEREAS, the legislative authority of the Village of GREENWICH has considered it necessary to provide legal counsel to the village, provided compensation, and authorized this agreement via RESOLUTION No.: 2023-R-29. (ATTACHED HERETO and incorporated herein by reference)

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 LEGAL COUNSEL AGREEMENT

1.1 This Agreement is executed by and between:

the Village of Greenwich, an Ohio municipal corporation, with its principal offices located at **45 Main St, Greenwich, OH 44837**, (hereinafter “Village”) and,

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

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

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

2. GENERAL DESCRIPTION

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

2.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Village and the 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 Legal Counsel only.

3. SCOPE OF SERVICES PROVIDED BY LEGAL COUNSEL

3.1 The 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 the officers thereof in their official capacity and shall prosecute and defend all actions by or against the Village or any department or officer thereof.

3.1.3 Serve as the Village Prosecutor in the Norwalk Municipal Court.

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

4.1 FLAT FEE – CIVIL. Village shall pay Legal Counsel/Solicitor the sum of **Seven Hundred Fifty dollars and 00/100 (\$750.00)** 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 calls up to .25 hours in duration from village officials between the hours of 8:30am and 5pm, Monday through Friday, excluding weekends and holidays.

4.1.2 Such services shall include at no additional charge FAX transmissions submitted from village officials between the hours of 8:30am and 5pm, Monday through Friday, excluding weekends and holidays.

4.1.3 Such services shall also include, at no additional charge, review of emails from village officials.

4.1.4 Such services shall also include at no additional charge the attendance at the regularly scheduled village council meeting.

4.1.5 **See also Greenwich Codified Municipal Code Section 243.03. (In addition to his or her regular compensation, as provided by ordinance, the Solicitor shall be paid additional compensation for all court appearances, including preparation therefor, and extraordinary services, as approved by Council, at a rate specified in a contract by and between the Solicitor and the Village, except that attendance at the first Council meeting and the first additional hour shall not be compensated for. (Ord. 904-A. Passed 12-15-98.)**

4.2 HOURLY FEE - CIVIL. The Village shall further pay Legal Counsel/Solicitor an hourly fee of **One Hundred Twenty-Five dollars and 00/100 (\$125.00)** per hour for civil village legal services not specifically provided by the civil flat fee.

4.3 FLAT FEE – CRIMINAL PROSECUTION. Village shall further pay Legal Counsel/Municipal Prosecutor a flat fee of **Twenty-One Thousand dollars and 00/100 (\$21,000.00) annually divided in One Thousand Seven Hundred Fifty dollars and 00/100, (\$1,750.00)** monthly installments for prosecution of crimes committed in the village and being prosecuted in Norwalk Municipal Court.

4.3.1. Such flat fee shall also include, at no additional charge, attendance at bond hearings, pretrial conferences, bench trials and felony preliminary hearings in criminal and traffic matters where the Village is a party or has jurisdiction.

4.3.2. Such flat fee shall also include the preparation of complaints, subpoenas, police memos, and other pleadings that can be completed between the hours of 8:30am and 5:00pm,

4.3.3. Such services shall include at no additional charge, phone calls up to .25 hours in duration from village police officers between the hours of 8:30am and 5pm, Monday through Friday, excluding weekends and holidays.

4.3.4. Such services shall include at no additional charge, FAX transmissions submitted from village police officers between the hours of 8:30am and 5pm, Monday through Friday, excluding weekends and holidays.

4.3.5. Such services shall also include at no additional charge, review of police incident reports, emails and other correspondence from village police officers that can be completed between 8:30am and 5:00pm

4.3.6. **SPECIAL PROSECUTOR.** Legal Counsel is authorized to appoint a special prosecutor to act on behalf of Legal Counsel and Village at the discretion of Legal Counsel. Any fees or expenses incurred by a special prosecutor acting within scope of flat fee services shall be the responsibility of the Legal Counsel. Any fees or expenses incurred by the special prosecutor acting outside of scope of flat fee services shall be the responsibility of the Village.

4.4 **HOURLY FEE CRIMINAL** Village shall further pay Legal Counsel an hourly fee of **One Hundred Twenty-Five and 00/100 dollars (\$125.00)** per hour for prosecution legal services not specifically provided for, or specifically covered by the prosecution flat fee, including but not limited to the following:

4.4.1 **AFTER-HOURS.** Handling of after-hours village prosecution matters necessary to be performed outside of the hours of 8:30am to 5:00PM

4.4.2 **APPEALS.** Preparation of and litigation of any criminal or traffic appeal brought in the Court of Appeals involving cases alleged to have been committed in the Village.

4.5 **CODIFIED ORDINANCES.** Should the Village fail to maintain its codified ordinances online, the village shall provide Legal Counsel with a physical copy of its codified ordinances and if available, a copy in an electronic/digital media format or make available online.

4.6 **POLICIES; PROCEDURES; RULES; REGULATIONS; and BY-LAWS.** The Village, at the request of the Legal Counsel, shall provide 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.

4.7 **COPIES OF CORRESPONDENCE.** All Village officials, at the request of the Legal Counsel, shall provide 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.

4.8 **LITIGATION COMMUNICATION.** In matters of litigation, Village officials shall refer all correspondence, documents, and communications to the Legal Counsel.

5. **TOTAL PAYMENT; OBLIGATION TO PAY.**

5.1 To receive payment for services rendered, the 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 the flat fee shall be itemized according to time expended by Legal Counsel.

5.1.2.1 Travel time by the Legal Counsel to village meetings and to Norwalk Municipal Court 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 of **one year** from **January 1, 2024 to December 31, 2024**. Thereafter the agreement shall automatically renew on January 1<sup>st</sup> of each year unless and until terminated by either party. ***(See Greenwich Code 234.01)***

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 Legal Counsel of Council's intention to terminate.

8.2 This Agreement may also be terminated by the 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 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 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 Legal Counsel shall return to the Village all original documents related to the Village in his possession.

9. **TAXES.** Legal Counsel 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.** Legal Counsel alone shall be responsible for all workers' compensation and unemployment compensation for Legal Counsel's employees or agents.

11. **EMPLOYMENT BENEFITS EXCLUDED FROM AGREEMENT.** The Legal Counsel / 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 Greenwich**  
**Attn: Mayor**  
**45 Main St**  
**Greenwich, OH 44889**  
**[mayor@villageofgreenwich.com](mailto:mayor@villageofgreenwich.com)**

Legal Counsel:

**STEVE PALMER, Esq.**  
PO Box 533  
Milan, OH 44846  
**[sploffice17@gmail.com](mailto: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 Greenwich, Huron County, Ohio.

VILLAGE

Wesley Sallee  
MAYOR

12/22/23  
Date

Shellie Cherry  
FISCAL OFFICER

December 19.23  
Date

LEGAL COUNSEL / SOLICITOR / MUNICIPAL PROSECUTOR

SP  
STEVE PALMER

12/22/23  
Date

*Prepared by:*

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

ATTACHMENT(S) TO FOLLOW