

RESOLUTION NO. 10-09

**A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR OF THE VILLAGE OF THORNVILLE TO ENTER INTO A CONTRACT WITH BRADLEY S. NICODEMUS FOR SERVICES AS MAYOR COURT PROSECTOR AND DECLARING AN EMERGENCY.**

WHEREAS, the Village Administrator is authorized to enter contracts on behalf of the Village: and

WHEREAS, Council has determined that it desires to contract with Bradley S. Nicodemus for services as prosecutor for the Village Mayor's Court: and

WHEREAS, the contract to be executed by the parties is attached hereto and incorporated herein as Exhibited "A."

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF THORNVILLE, COUNTY OF PERRY, STATE OF OHIO, TWO-THIRD OF ITS MEMBERS ELECTED THERETO CONCURRING THAT:**

SECTION 1. The Village Administrator is hereby authorized and directed to enter into a contract with Bradley S. Nicodemus for services as the prosecutor for the Village Mayor's Court.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and general welfare of the citizens of the Village of Thornville. Emergency passage is necessary in order to expeditiously appoint a prosecutor for the Village Mayor's Court. This Resolution shall take effect at the earliest time allowed by law.

Passed:

Aug. 23, 2010

Approved:

Beth A. Patrick

Beth A. Patrick, Mayor

Attest:

Sandy Davis  
Sandy Davis, Clerk of Council

Approved as to Form:

D. Michael Crites  
D. Michael Crites, Solicitor

## CONTRACT FOR PROFESSIONAL SERVICES

This contract, executed in duplicate and effective September 1, 2010, is between **Bradley S. Nicodemus Attorney at Law, LLC**, 109 North Broad Street, Suite 301, Lancaster, Ohio, 43130 (the "**Attorney**" or "**Village Prosecutor**") and the **Village of Thornville**, 3 South Main Street, Thornville, Ohio, 43706 (the "**Village**").

The **Village** is a municipal corporation engaged in the exercise of all of the powers of local self-government conferred under the Constitution and Statutes of the State of Ohio and the Ordinances of the Village of Thornville. **Attorney** is duly authorized to practice in law in the state of Ohio and has particular experience in criminal prosecution.

**Village** and **Village Prosecutor** mutually desire that **Village Prosecutor**, as an independent contractor, provide legal services to the **Village**. Accordingly, the parties agree as follows:

### 1. **Attorney's Services**

**1.1. Village Prosecutor** will provide all legal services required to fulfill the duty as prosecutor of traffic and criminal cases in Thornville Mayor's Court or Perry County Court, including but not limited to:

- 1.1.1.** Review of cases submitted verbally and/or in writing by Village Police Officers;
- 1.1.2.** Legal advice to Village Police Officers relevant to criminal cases under investigation and/or being presented for charges or Court;
- 1.1.3.** Determination of appropriate charges based upon Village Police investigations;
- 1.1.4.** Representation of **Village** for all traffic and criminal cases in Mayor's Court and Perry County Court;
- 1.1.5.** Representation of **Village** for all Appeals Court cases arising out of **Village** traffic or criminal cases; and
- 1.1.6.** Performance of all necessary research, drafting, preparation, and filing relevant and necessary to fulfill duties.

**1.2. Village Prosecutor** may appoint one or more Assistants who shall be responsible to the **Village Prosecutor**, and who, when authorized, may exercise all or any part of the powers, duties, and functions granted to the **Village Prosecutor**.

**1.3. Village Prosecutor's** work schedule in performing services under this contract is within his sole control. The **Village** relies on **Village Prosecutor** to adjust his schedule and devote the time necessary to fulfill the legal services required under this contract and to meet all scheduled Court appearances.

**1.4. Village Prosecutor** will provide competent representation of **Village** and will adhere to the ethical bounds of the Ohio Code of Professional Responsibility.

**1.4.1.** **Village** recognizes and acknowledges the outcome of prosecutions and trials is subject to factors that cannot always be foreseen and **Village** further acknowledges that **Village Prosecutor** makes no promises or guarantees concerning the outcome of such prosecutions and trials.

## CONTRACT FOR PROFESSIONAL SERVICES

### 2. Compensation and Expenses

2.1. **Village** shall pay **Village Prosecutor** a rate of eighty dollars (\$80.00) per hour for all services rendered under this contract.

2.2. **Village** shall pay **Village Prosecutor** a rate of thirty-five dollars (\$35.00) per hour for travel time required to render services under this contract.

2.3. Services and travel shall be billed on an hourly basis with time being charged in quarters of an hour; i.e., fifteen (15) minute blocks.

2.4. **Village Prosecutor** is entitled to payment or reimbursement for costs and expenses incurred for performing services under this contract, including but not limited to:

2.4.1. Court Costs;

2.4.2. Filing fees;

2.4.3. Expert witness fees; and

2.4.4. Overnight or extraordinary mail or delivery service.

2.5. Ordinary costs will not be billed to **Village**. Such costs may include, but are not limited to:

2.5.1. Telephone;

2.5.2. Copying;

2.5.3. Faxing; and

2.5.4. Ordinary mail service.

2.6. On or before the 10<sup>th</sup> day of each month, **Village Prosecutor** shall submit to the **Village** a written statement of days and hours worked and expenses incurred during the preceding month, for purposes of determining compensation and reimbursement for expenses.

2.7. **Village** shall pay due compensation to **Village Prosecutor** on or before the last working day of the month in which the written statement of hours and expenses is received.

### 3. Office Support

3.1. **Village Prosecutor** shall provide his own office at his principal place of business, the same also being engaged in the private practice of law, and shall further provide and assume all employee pay and other benefit requirements of his technical and support staff as reasonable necessary for his performance of duties under this contract.

### 4. Term; Renewal; Termination

4.1. Upon appointment of the Mayor and the confirmation vote of Village Council, the term of this contract is two (2) years to commence the first business day after the date of signing if both parties sign on the same day, else to begin the first business day after the last party signs.

4.2. The contract shall be renewed automatically, for successive terms of like duration, unless either party gives written notice of non-renewal to the other at least thirty (30) days prior to the expiration of a term.

4.3. Either party, at any time and for any reason, may cancel this contract with other upon thirty (30) days written notice.

CONTRACT FOR PROFESSIONAL SERVICES

5. Notices

5.1. Any notice under this contract may be given to a party in person or by ordinary mail at the addresses listed herein or at such other addresses the parties may designate.

6. Entire Agreement; Amendment

6.1. This instrument contains the entire agreement between the parties.

6.2. No amendment to this instrument shall be valid unless it is in writing and signed by the parties.

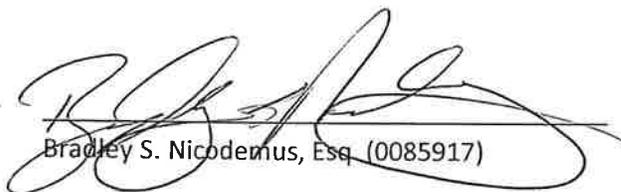
To evidence the parties' agreement to this Contract For Professional Services, each party has signed and delivered on the date indicated.

Village of Thornville

  
Ron Koehler, Village Administrator

08/25/10  
Date

Village Prosecutor

  
Bradley S. Nicodemus, Esq. (0085917)

8/25/10  
Date