

Village of Crooksville, Ohio

RESOLUTION NO. 60 -2023

RESOLUTION RE-AFFIRMING APPOINTMENT OF JAN ALLEN BAUGHMAN TO THE POSITION OF VILLAGE SOLICITOR, AND FIXING COMPENSATION FOR THE POSITION FOR A TERM OF EIGHTEEN (18) MONTHS, AND THE DECLARATION OF AN EMERGENCY

WHEREAS, it is the Village's desire to re-affirm its appointment at the first of this year of Jan Allen Baughman as the Solicitor for the Village of Crooksville; and

WHEREAS, on review of current rates of pay and years' service and experience, the Village determined it appropriate to institute a raise for the position of Village Solicitor; and

WHEREAS, due to the expiration of the current salary agreement and the need to have a Village Solicitor engaged on the Village's behalf on an ongoing, uninterrupted basis, this legislation needs to be approved on an emergency basis.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Crooksville, Perry County, State of Ohio, that:

SECTION 1. The Village of Crooksville hereby re-affirms and approves the appointment of Attorney Jan Allen Baughman as Solicitor for the Village of Crooksville as a Village contract employee for the term of eighteen (18) months commencing on July 1, 2023, and ending December 13, 2024, pursuant to the terms of the Contract attached hereto and incorporated herein by reference. The Village Administrator, Mayor, President of Council and Fiscal Officer are authorized and hereby directed to execute the Contract.

SECTION 2. For the reasons noted in the preamble, this resolution is hereby declared to an emergency measure necessary for the public peace, health, safety and general welfare of the community. Therefore, this resolution shall have immediate effect upon its passage.

1st Reading: Waived on 3/4 Vote.

2nd Reading: Waived on 3/4 Vote.

3rd Reading: Passed on 2/3 Vote.

Passed on 2/3 Vote: July 3, 2023


Chris Mohler, Mayor

_____ Date

ATTESTED:

Courtney Edwards 7/3/23
Courtney Edwards, Fiscal Officer Date

APPROVED:

Bill Hampton 7/3/23
Bill Hampton, Council President Date

Billie Smith 7/3/23
Billie Smith, Councilwoman Date

Fred Redfern 7/3/23
Fred Redfern, Councilman Date

R. Scott Locke 7-3-23
R. Scott Locke, Councilman Date

John Loomis 7-3-2023
John Loomis, Councilman Date

Rodney Walters 07/03/23
Rodney Walters, Councilman Date

Posting Certification

This ordinance was posted at the five prescribed locations within the Village of Crooksville, Ohio, on the 5th day of July, 2023.

Courtney Edwards
Courtney Edwards, Fiscal Officer

CONTRACT FOR LEGAL SERVICES

(A) Parties

This contract, executed in duplicate and made on the date stated at the end, between **Jan Allen Baughman**, Attorney at Law, 111 N. 4th Street, Zanesville, Ohio, 43701, hereinafter called the "**Village Solicitor**" or the "**Attorney**" and the **Village of Crooksville**, 98 S. Buckeye Street, Crooksville, Ohio 43731, hereinafter called "**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 and Resolutions of the Village of Crooksville. The **Village Solicitor** is an attorney at law, duly authorized to practice law in the State of Ohio, with particular experience in criminal and civil prosecution and general municipal/local governmental representation.

(B) Purpose of Contract; Attorney as Contract Employee of the Village

Village and **Village Solicitor** mutually desire that **Village Solicitor** provide legal services to the **Village** as a contract employee of the Village, and the purpose of this contract is to define the rights and duties of the parties as principal and contract employee.

(C) Attorney's Services

Village Solicitor will provide all legal services required to fulfill the duty of a Village Solicitor as a contract Village employee to perform the following functions:

- Provide clear and concise legal advice (oral and written) as requested or required by the Mayor, Village Council, Village Administrator, Fire/EMS Chief, Police Chief, Income Tax Administrator, Water/Sewer Administrator, and Staff on a variety of matters pertaining to all aspects of village law;
- Research and interpret laws, court decisions and other authorities for preparing legal opinions and to advise the Village accordingly;
- Draft, review, and/or revise documents when directed, including but not limited to contracts, ordinances, resolutions, legal memoranda, licenses, easement agreements, Village policies, notices, open records advice and responses, leases, deeds, permits, and other miscellaneous documents;
- Make recommendations for updating Village codes, resolutions, and policies and practices when requested;
- Provide Village Staff with assistance, legal research and counseling on matters such as development and redevelopment, the acquisition or sale of property, preparation of leases, deeds and easements, contracts and agreements, operations governed by law, liability situations, government ethics and grant guidelines;
- Represent the Village in intergovernmental projects and other matters, as needed;
- Prepare correspondence and other legal documents on behalf of the Village as directed;

- Provide information regarding legislation or judicial opinions to the Mayor, Village Council, Administrator, and Staff that have potential impact to the Village;
- Represent and advise the Mayor, Village Council, Village Officers, Boards and Commissions in all matters of law pertaining to their offices;
- Attend regular and special Village Council meetings (open and closed sessions), and Workshop meetings when requested in advance, and advise the Council on matters on the agenda as well as procedural matters that may arise during and following the meeting;
- Represent the Village before governmental bodies and agencies to promote the interest of the Village as requested by the Mayor or Village Administrator;
- Provide guidance and legal advice on Ohio Open Meetings Law and parliamentary procedure;
- Prosecute traffic, criminal, property maintenance and income tax cases in Crooksville Mayor's Court and/or Perry County Municipal Court, including but not limited to review of cases submitted verbally and/or in writing by Village Police Officers and/or Village Income Tax officials and/or Village Property Maintenance officials;
- Provide legal advice to Police Officers and/or Village Income Tax officials and/or Village Property Maintenance officials relevant to traffic/criminal/income tax/property maintenance cases said officers/officials are investigating and/or presenting for charges or Court;
- Determine appropriate charges based upon Village Police and/or Village Income Tax officials and/or Village Property Maintenance officials' investigations;
- Represent the Village in Court and out of Court for all Village of Crooksville traffic/criminal/income tax/property maintenance Mayor's Court and/or Municipal Court cases;
- Represent the Village in Court and out of Court for all Administrative and/or Appeals Court cases arising out of Village of Crooksville traffic/criminal/income tax/property maintenance cases or other Village matters;
- Perform all necessary research, drafting, preparation and filing relevant to Court cases and other assigned Village matters; and
- Perform other duties as directed by the Mayor, Council or Village Administrator.

Further, in accordance with §705.11 of the Ohio Revised Code, **Village Solicitor** may appoint one or more Assistants who shall be responsible to the **Village Solicitor**, and who, when authorized by the **Village Solicitor**, may exercise all or any part of the powers, duties and functions granted to the **Village Solicitor** herein.

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

In acknowledgment of the fact that outcome of prosecutions and trials and negotiations and administrative/other hearings is subject to factors that cannot always be foreseen, it is understood that no promises or guarantees have been made concerning the outcome of such prosecutions and trials and negotiations and administrative/other hearings. **Village Solicitor** will provide competent

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

(D) Village Solicitor's Compensation and Expenses

The **Village Solicitor** shall be considered a contract employee of the **Village** and all provisions of the ordinances, resolutions, rules and regulations of the **Village** relating to retirement and pension system contributions shall also apply to the **Village Solicitor** as they now exist or hereafter may be amended. The **Village Solicitor's** benefits shall include but not be limited to OPERS contributions and Medicare contributions.

The **Village** shall pay **Village Solicitor** an annual salary of Forty-Two Thousand Two Hundred Forty and No/100 Dollars (\$42,240.00) per year for all services rendered under this contract. The foregoing salary assumes an hourly rate of Two Hundred Twenty and No/100 Dollars (\$220.00) and sixteen (16) hours' service, with services at full rate and travel at one-half (1/2) rate, recorded on an hourly basis, with time being kept/charged in ten (10) minute minimum blocks. The **Village Solicitor** shall be paid on a monthly basis the gross sum salary of Three Thousand Five Hundred Twenty and No/100 Dollars (\$3,520.00).

In addition to her compensation, **Village Solicitor** is entitled to payment or reimbursement for costs and expenses incurred in performing services, such as Court Costs, filing fees, expert witness fees, overnight and other extraordinary mail or delivery services, real estate title insurance, and other real estate settlement services. Expert witnesses will not be engaged without prior approval of the Mayor and/or Council. Ordinary costs such as telephone, copying, faxing, and ordinary mail will not be billed to the **Village** by **Village Solicitor**.

Further, the **Village** agrees to reimburse the **Village Solicitor** for dues for membership organizations such as Ohio Municipal League and/or Ohio Municipal Attorneys Association, publications and seminars/continuing education associated with the **Village Solicitor's** duties as **Village Solicitor**. Any such dues, publications, seminars/continuing education shall have advance approval by the Mayor and/or Village Administrator and/or Village Council before being incurred/enrolled by the **Village Solicitor**.

(E) Special Counsel

The **Village** agrees to authorize the **Village Solicitor** to utilize special counsel in situations she determines appropriate and to pay the costs and fees of such special counsel. Any utilization or engagement of special counsel for which fees and/or costs will be incurred shall have advance approval by the Mayor and/or Village Administrator and/or Village Council before being utilized or engaged by the **Village Solicitor**.

(F) Office Support

Village Solicitor shall provide her own office at her principal place of business, said **Village Solicitor** also being engaged in the private practice of law, and shall further provide and assume all employee pay and other benefit requirements of her partner attorneys, associate

attorneys, technical, administrative, paralegal and secretarial staff, and other support staff and services as reasonably necessary for **Village Solicitor** to perform her duties under this contract efficiently.

(G) Term; Renewal

Upon recommendation of the Mayor and/or Village Administrator, and the confirmation vote and appointment of Village Council, the term of this Contract is eighteen (18) months, commencing July 1, 2023, and ending on December 31, 2024.

Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Village Council to terminate the services of the **Village Solicitor** at any time. The Village Council shall be the **Village Solicitor's** "appointing authority" for all purposes herein.

Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the **Village Solicitor** to resign at any time from her position with the **Village**.

Village Solicitor agrees to serve as **Village Solicitor** until the expiration of this Contract, which may be renewed thereafter for a two (2) year term after salary review and determination of appropriate changes thereto and upon mutual agreement of **Village** and **Village Solicitor**.

(H) Professional Liability/Errors and Omissions Insurance/Cyber Insurance

Village Solicitor is responsible for all costs and expenses associated with her own professional liability and/or errors and omissions insurance and shall maintain adequate coverage at all times that she is serving as **Village Solicitor** under this Contract.

Village Solicitor is responsible for all costs and expenses associated with her own cyber insurance and shall maintain adequate coverage at all times that she is serving as **Village Solicitor** under this Contract.

(I) Notices

Any notice under this contract may be given to a party in person, or by mail at the address given in the first paragraph of this contract or such other address as the party may designate in writing.

(J) Entire agreement; Amendment

This instrument contains the entire agreement between the parties. No amendment to this instrument shall be valid unless it is in writing and signed by the parties.

If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

WITNESS the signatures of the parties.

Village of Crooksville



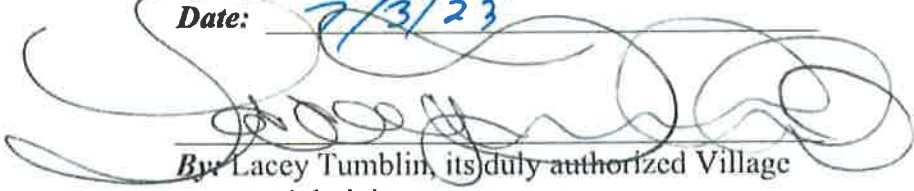
By: Christopher S. Mohler, its duly authorized Mayor

Date: 7/3/23



By: Bill Hampton, its duly authorized Council President

Date: 7/3/23



By: Lacey Tumblin, its duly authorized Village Administrator

Courtney Edwards

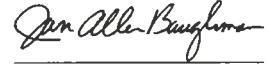
By: Courtney Edwards, its duly authorized Fiscal Officer

Village Solicitor



Jan Allen Baughman, Attorney at Law
Supreme Court # 0067602

Date: 7/3/2023



Signer ID: 056CJ1GPH9...

