

Sponsor: Elliott / Richardson

## RESOLUTION NO. 10-18

### **A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR SERVICES WITH FISHEL, HASS, KIM, ALBRECHT, DOWNEY, LLP FOR PURPOSES OF CONSULTING WITH THE CITY AND DEVELOPING A SEVERANCE PROGRAM FOR CERTAIN EMPLOYEES OF THE CITY AND DECLARING AN EMERGENCY.**

WHEREAS, the City is interested in considering certain employment and retirement options to address financial matters for which the City requires certain legal, technical and professional assistance; and

WHEREAS, the firm of Fishel, Hass, Kim, Albrecht, Downey, LLP is uniquely qualified to provide the specialized services required by the City and has submitted a Contract for Services, attached hereto as Exhibit "A"; and

WHEREAS, the legislative authority determines that time is of the essence in exploring its employee and retirement options and that this matter constitutes an emergency which requires immediate action to protect the health, safety and welfare of the City and its Citizens; and

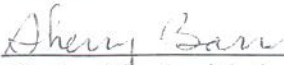
NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE CITY OF JACKSON THAT:

1. The Mayor is authorized to enter into Contract for Services to employ Fishel, Hass, Albrecht, Downey, LLP, as attached hereto.
2. This Resolution is hereby declared to be an emergency Resolution necessary for the immediate preservation of the public peace, health and safety of the City. Therefore, this Resolution shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code section 731.30.
3. In the event this Resolution receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Resolution shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.
4. It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this resolution were adopted in an open meeting of this council and that the deliberations of the council and any of its committees resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 12<sup>th</sup>  
day of February, 2018.

  
\_\_\_\_\_  
President of Council

ATTEST:

  
\_\_\_\_\_  
Clerk of the Legislative Authority

Approved this 12<sup>th</sup> day of February, 2018.

  
\_\_\_\_\_  
Mayor

**CONTRACT FOR SERVICES FOR JACKSON, OHIO**

**THIS AGREEMENT**, made this 6<sup>th</sup> day of February, 2018, by and between the City of Jackson, hereinafter "City" and Fishel Hass Kim Albrecht Downey LLP, Attorneys at Law, Columbus, Ohio, hereinafter "Attorneys."

**WITNESSETH:**

**WHEREAS**, the City is desirous of securing the services of the Attorneys to assist and represent the City in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations, and such other and further matters that may affect or come before the City; and

**WHEREAS**, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the City; and

**WHEREAS**, the City has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

**WHEREAS**, Fishel Hass Kim Albrecht Downey LLP is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the parties agree as follows.

**ARTICLE I SCOPE OF WORK**

The Attorneys will perform services in assisting the City as may be instructed by the City, including advice and services in order for the City to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the City include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the City and to advise and/or represent the City in matters as directed by the City;
- B. To advise the City as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;

- C. To advise the City and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the City; and
- D. To provide any other necessary representation to the City's management personnel and elected officials throughout specific negotiating periods and, at the request of the City, on other matters relating to the City's labor relations program, civil service, or as otherwise directed.

## **ARTICLE II            CONSIDERATION AND TERM OF CONTRACT**

The compensation of the Attorneys shall be on the basis of an hourly rate of one hundred eighty dollars (\$180) per hour for all time expended by the Attorneys on behalf of the City, and eighty-five dollars (\$85) per hour for all time expended by paralegals or law clerks. The term of the contract shall be for a period beginning February 6, 2018 and ending December 31, 2018. The Attorneys shall be compensated for all necessary and reasonable costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the City including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the City with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore.

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the City, the City will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the City as full discharge of Attorneys' liability hereunder without obligation for additional payment.

## **ARTICLE III            CONTRACT CONSTRUCTION AND ADMINISTRATION**

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. The obligations of the City under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement,

or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.


Notwithstanding any provisions herein contained, it is expressly understood and agreed that the City shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the City for contracts entered into by the Attorneys with third parties.


The City agrees to make available to the Attorneys all necessary records in the custody of the City and the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

The parties agree that subsequent to the stated ending date of this Agreement, the Agreement and its terms shall remain in effect and automatically renew for successive thirty (30) day periods unless either party cancels this Agreement through the procedures stated herein.

FOR CITY OF JACKSON:

FOR FISHEL HAS KIM ALBRECHT  
DOWNEY LLP

  
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Randy R. Heath, Mayor

  
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David A. Riepenhoff                      2/06/2018  
Date

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