

**RESOLUTION NO. 2015-30-L&R**

**RESOLUTION AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO A CONTRACT WITH SETH S. TIEGER TO SERVE AS MAYOR'S COURT PROSECUTOR FOR THE VILLAGE OF GREENHILLS**

**WHEREAS**, Section 5.02 of the Charter of the Village of Greenhills provides that Council shall have the right to select additional legal counsel for the Village; and

**WHEREAS**, after interviews of qualified candidates, members of Council have determined that Seth S. Tieger has the qualifications for the position of Mayor's Court Prosecutor; and

**WHEREAS**, the Village of Greenhills desires to compensate the Prosecutor pursuant to a contract entered into by the Prosecutor and the Municipal Corporation.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Greenhills, Ohio, State of Ohio.

**SECTION 1.**

That the Municipal Manager is hereby authorized to enter into a contract with Seth S. Tieger to provide additional legal counsel for the Village of Greenhills, specifically to serve as Mayor's Court Prosecutor.

**SECTION 2.**

That Seth S. Tieger shall perform the services and receive the compensation as set forth in an agreement substantially in the form of the Agreement attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 3.**

That the Finance Director is hereby authorized to pay the compensation for said services according to the terms of the agreement.

**SECTION 4.**

This resolution shall be in effect from and after the earliest period allowed by law.

Passed this 22<sup>nd</sup> day of September, 2015.

Glenn Drees, MAYOR PRO TEM /s/

Kathryn L. Lives, CLERK OF COUNCIL /s/

**VILLAGE OF GREENHILLS**

**PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Village of Greenhills, whose address is 11000 Winton Road, Greenhills, Ohio 45218 (hereinafter "Greenhills") and Seth S. Tieger, (hereinafter "Service Provider") whose address is \_\_\_\_\_ . In consideration of those mutual undertakings and covenants, the parties agree as follows:

**SECTION 1. DESCRIPTION OF PROJECT**

Greenhills hereby retains Service Provider to serve as additional legal counsel for Greenhills, specifically to serve as Mayor's Court Prosecutor, according to the terms and conditions outlined herein.

**SECTION 2. CONSIDERATION**

The Service Provider will be compensated in the amount of \$200 for each Mayor's Court session in which he participates, typically held from 6 PM until 8 PM on the second and fourth Thursday of each month. If court extends to 8:30 PM, or beyond, or if a case is transferred to the Hamilton County courts, compensation will be provided at a rate equivalent to \$100 per hour, billable in 15 minute increments.

**SECTION 3. TERM**

The initial term of this Contract shall be one year, effective upon its approval by Village Council. Contract will automatically renew on an annual basis unless written notice is provided by either party sixty (60) days prior to the renewal date of the Contract.

**SECTION 4. INVOICING**

Service Provider shall invoice every 30 days for services rendered to date. The invoices shall have sufficient data to document the service provided and to facilitate audit of invoices by Greenhills.

**SECTION 5. ASSIGNMENT**

The Service Provider shall not assign or subcontract the whole or any part of this Contract without the Village's prior approval.

**SECTION 6. COMPLIANCE WITH LAWS**

The Service Provider shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required to be included herein are hereby incorporated by reference.

**SECTION 7. INDEMNIFICATION**

The Service Provider agrees to indemnify, defend and hold harmless Greenhills, its agents, officials and employees, against any and all suits or claims that may be based on any

injury to persons or property to the extent that such suits or claims are a result of any negligent or wrongful error, omission or act of Service Provider or any person employed by Service Provider.

**SECTION 8. INDEPENDENT CONTRACTOR**

The Village has identified the Service Provider as an independent contractor and no contributions will be remitted to the Ohio Public Employee Retirement System (OPERS) for the services provided to the Village. Furthermore, it is the Service Provider’s sole responsibility for maintenance and payment of any and all taxes and insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder.

**SECTION 9. SEVERABILITY**

Any provision of this Contract later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**SECTION 10. ENTIRETY OF CONTRACT**

This Contract embodies the entire Contract and understanding between the parties, and there are no other Contracts and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Contract shall be valid unless made in writing and signed by both parties hereto. This Contract shall be governed by the laws of the State of Ohio. This Contract includes this document and, by this reference, incorporates the related bid documents as if fully set forth herein.

**IN WITNESS WHEREOF**, this Contract, which is subject to the terms and conditions of Sections 1 through 10, is accepted as of the date first written above.

**VILLAGE OF GREENHILLS, OHIO**

**SERVICE PROVIDER**

Signed: \_\_\_\_\_  
Typed Evonne Kovach  
Title: Municipal Manager  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Typed Seth S. Tieger  
Title: Independent Contractor  
Date: \_\_\_\_\_