

PASSED: 12-3-2024

**RESOLUTION NO. 2024-22**

**A RESOLUTION PROVIDING FOR THE ENGAGEMENT OF A SOLICITOR AND PROSECUTOR FOR THE VILLAGE OF ALEXANDRIA**

WHEREAS, the Village of Alexandria is in need of a chief legal officer to assist the Mayor, Council and other municipal officers and departments in the proper and lawful administration of the public's business; and

WHEREAS, attorney David T. Ball of Rosenberg & Ball Co., LPA is highly qualified and experienced to provide such municipal legal services to the Village of Alexandria.

NOW THEREFORE, be it resolved by the Council of Alexandria, Ohio that:


Section I: Attorney David T. Ball and the firm of Rosenberg & Ball Co., LPA are hereby retained to serve as Solicitor and Prosecutor for the Village of Alexandria in accordance with the Professional Legal Services Contract attached hereto and incorporated herein as Exhibit A.

Section II: The Solicitor and Prosecutor shall have the powers, privileges and immunities incumbent thereto, including but not limited to those prescribed in the Law Enforcement Officers Safety Act, 18 U.S.C. § 926, Ohio Revised Code §§ 1901.34, 2901.01 and 2938.13 regarding Ohio law enforcement officers and municipal prosecutors, and other applicable provisions of federal and Ohio law.

Section III: All activities of the Solicitor and Prosecutor within the scope of the Professional Legal Services Contract shall be subject to and covered by the Village of Alexandria's liability insurance, and the Village agrees to indemnify and hold harmless the Interim Solicitor and Prosecutor for any and all claims, causes of action and liabilities arising from or in connection with such activities.

Section IV: This resolution shall take effect immediately upon passage.

Passed this 3 day of December, 2024.

  
\_\_\_\_\_  
Mayor Sean Barnes

Attest:

  
\_\_\_\_\_  
Caroline Gissinger, Fiscal Officer

Approved as to Form:



David T. Ball, Esq., Village Solicitor

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## EXHIBIT A

### PROFESSIONAL LEGAL SERVICES CONTRACT BETWEEN THE VILLAGE OF ALEXANDRIA AND ROSENBERG & BALL CO., LPA

#### PREAMBLE

This Agreement is made between the Village of Alexandria, an Ohio statutory municipal corporation (the "Village"), and Rosenberg & Ball Co., LPA, an Ohio legal professional association, for the legal services of David T. Ball and the firm of Rosenberg & Ball Co., LPA ("Solicitor and Prosecutor") pursuant to § 733.48 of the Ohio Revised Code. In consideration of the mutual promises and consideration contained herein, the parties agree as follows:

#### 1. PURPOSE AND TERM OF REPRESENTATION

Pursuant to Ohio Revised Code § 733.48, the Village hereby retains Rosenberg & Ball Co., LPA to serve as Solicitor and Prosecutor for the Village and its elected and appointed officials. David T. Ball of Rosenberg & Ball Co., LPA shall have primary responsibility as Solicitor and Prosecutor to provide legal counsel and services in limited matters and on a limited basis as set forth herein, beginning January 1, 2025 and ending December 31, 2025. Other attorneys affiliated with Rosenberg & Ball Co., LPA, including, but may not be limited to, Eric Rosenberg and Raymond ("Chip") Moats, who will assist in meeting the legal needs of the Village in a cost-effective manner according to their areas of expertise.

#### 2. DUTIES OF SOLICITOR AND PROSECUTOR

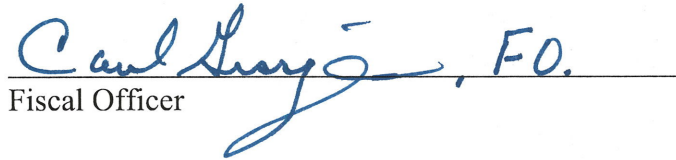
The duties of the Solicitor and Prosecutor shall be to:

- A. Attend regular and special Council meetings, as needed and available;
- B. Attend regular Planning and Zoning meetings upon the request of the Mayor, as needed and available;
- C. Draft routine ordinances and resolutions;
- D. Attend other board and commission meetings upon the request of the Mayor, as needed and available;
- E. Draft, review and approve routine contracts, agreements, leases and legal documents;
- F. Provide legal advice to Village and its officers in matters relating to their official duties; and
- G. Serve as Prosecutor in accordance with the provisions of Chapter 733 of the Ohio Revised Code.

**FISCAL OFFICER'S CERTIFICATE**

I hereby certify that funds in the amount necessary to support the Professional Legal Services Contract attached hereto as Exhibit A have been lawfully appropriated or authorized or directed and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any obligation or certificate now outstanding.

Attest:

  
Fiscal Officer

H. Serve as Prosecutor of the Village Mayor's Court.

No additional or other duties other than those set forth in this Section 2 shall be included or implied in this agreement. Specifically, and without otherwise limiting these exclusions, the Solicitor and Prosecutor shall not be responsible for any legal services relating to bond work, tax, and labor/ employment issues unless the terms of said representation are addressed in a separate written agreement.

### **3. HOURS OF WORK**

It is anticipated that the duties of the Solicitor and Prosecutor will require between four (4) and eight (8) hours per week in any given week, for an average of six (6) hours per week during 2025.

It is recognized that the Solicitor and Prosecutor must devote time outside normal office hours to Village business, and that the Solicitor and Prosecutor is able to conduct Village business outside normal office hours, and to that end the Solicitor and Prosecutor will be allowed to modify his work schedule as he deems appropriate and best suited to accomplish the objectives of this Agreement.

### **4. COMPENSATION**

Rosenberg & Ball Co., LPA shall provide the legal services set forth herein at a contract price of \$2,700 per month. The contract price shall be paid in equal monthly installments of \$2,700 each, on or about the 20<sup>th</sup> day of each calendar month through January 20, 2025.6

In the event that the duties of the Solicitor and Prosecutor require more than three hundred twelve (312) total hours during 2025, any excess hours will be billed to the Village of Alexandria on or about January 2, 2025 at the rate of \$100 per hour, to be paid within thirty (30) days. The Solicitor and Prosecutor shall keep a regular account of hours worked during 2025, and shall keep the Mayor regularly informed of the time spent on Solicitor and Prosecutor duties.

All activities of the Solicitor and Prosecutor within the scope of this Professional Legal Services Contract shall be subject to and covered by the Village of Alexandria's liability insurance, and the Village agrees to indemnify and hold harmless the Solicitor and Prosecutor for any and all claims, causes of action and liabilities arising from or in connection with such activities.

### **5. CONFLICTS OF INTEREST**

The Solicitor and Prosecutor, in addition to regular conflict checks, will make every effort to recognize and disclose to the Village any potential conflict that he may have as legal counsel to the Village or appearance of conflict as to all matters. The Village understands and agrees that if the Village reestablishes its Mayor's Court, access to outside counsel would be necessary because Rosenberg & Ball attorneys would not be able to serve as both Mayor's Court Magistrate and Prosecutor for conflict of interest reasons.

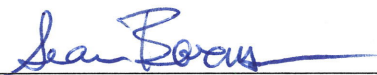
6. LITIGATION SERVICES

Litigation services are defined as drafting of Complaints, prosecuting Complaints filed by the Village, defending against any Complaint that has been filed against the Village, and all appellate and administrative matters. Litigation services shall be provided as needed pursuant to a separate written agreement at an hourly rate of Two Hundred Dollars (\$200.00) per hour for Mr. Ball or any attorney affiliated with his firm. In addition, law clerk and paralegal time, if any, will be billed at Eighty Dollars (\$80.00) per hour. Court costs and all reasonable litigation expenses incurred by Rosenberg & Ball Co., LPA as Solicitor and Prosecutor shall be billed to and paid by the Village.

IN WITNESS WHEREOF, the parties have executed this Agreement.

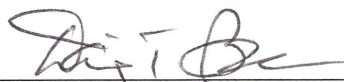
VILLAGE OF ALEXANDRIA

12-3-2024  
Date

By:   
Sean Barnes, Mayor

ROSENBERG & BALL CO., LPA

12-3-2024  
Date

By:   
David T. Ball, Partner