

LEGAL SERVICES CONTRACT

This contract is entered into this day between the Village of McConnellsville (hereinafter the Village) and attorney David J. Tarbert (hereinafter the Solicitor).

For a period of time from January 1, 2014 to December 31, 2014 the Village retains and attorney agrees to act as the Solicitor for the Village under the terms and conditions set forth below including but not limited to the following matters:

1. Solicitor shall prosecute all criminal, traffic, parking enforcement, and income tax enforcement cases initiated by the Village or that occur within the Village, except for juvenile, felony, and domestic violence matters. Juvenile, felony, and domestic violence cases shall be prosecuted by the County Prosecutor's Office. The Village recognizes that Solicitor may be prohibited from prosecuting cases occasionally because of the existence of a conflict of interest that may be prohibited by the code of professional responsibility.

2. As prosecutor, Solicitor shall have the sole and absolute authority to negotiate, settle, advance and/or appeal all criminal and traffic cases without interference from other Village officials. All Village employees and officers are required to cooperate with Solicitor and to provide him with aid in the prosecution of said matters.

3. In consideration of Solicitor's agreement to make himself available to the Village and in recognition of fact that Solicitor's representation of the Village prohibits Solicitor from representing numerous other clients due to conflict of interest, the Village shall pay Solicitor a monthly retainer/salary of \$ 750.00 for attendance of Council meetings, Mayors Court, and Tax Commission Meetings and acceptance of telephone calls for incidental matters. All other matters, including but not limited to research, legal opinions, and representation in court (excepting Mayors Court), shall be billed to the Village at the rate of \$150 per hour.

4. Solicitor shall be an employee of the Village for the purpose of being a member of the Public Employees Retirement System.

5. The Village agrees to waive and to continue to waive any conflict of interest that may exist with regard to Solicitor's representation of any other political subdivision that Solicitor may now represent or may accept as a client in the future. Solicitor agrees to immediately notify the Village if he accepts any other political subdivision of the State of Ohio as a client.

6. Solicitor will make every effort to appear at regularly scheduled council meetings; however, it is expressly understood that Solicitor may not attend every meeting due to professional and family responsibilities.

7. It is expressly understood that the Village from time to time may become involved in complicated legal matters that require specialization; in such an event the Village agrees that Solicitor may seek assistance of outside Counsel with prior approval of the Village.

8. The Village shall pay, with prior approval of the Mayor, any continuing legal education seminars on municipal law or matters related to the performance of his duties as Solicitor that Solicitor may desire to attend.

Dated this 7th day of January, 2014.

John W. Finley, Mayor

David J. Tarbert, Solicitor