

## LEGAL SERVICES CONTRACT

THIS LEGAL SERVICES CONTRACT (hereinafter "Contract") is made and entered into on the date signed by the County Executive of Summit County, Ohio (hereinafter "County") with its offices located at 175 South Main Street, 8th Floor, Akron, Ohio 44308 by the Summit County Combined General Health District (hereinafter "SCHD"), with its offices located at 1867 West Market Street, Akron, OH 44313, and by the Prosecutor of Summit County, Ohio (hereinafter "Prosecutor") with its offices located at 53 University Avenue, Akron, Ohio 44308.

## WITNESSETH:

WHEREAS, SCHD requires legal services, as further described herein, and

WHEREAS, SCHD wishes to obtain certain legal services by and through the Prosecutor, and

WHEREAS, the Prosecutor shall provide such legal services to SCHD in accordance with the terms as set forth in this Contract, and

NOW, THEREFORE, in consideration of the covenants and promises made herein, the parties agree as follows:

1. Services. The Prosecutor shall provide SCHD with an assistant prosecuting attorney (hereinafter "APA") as follows:
  - (a) The Parties agree that during the term of this Contract the Prosecutor will provide SCHD with the APA to perform work for SCHD. The Prosecutor retains discretion over employee(s) used to perform the work.
  - (b) With regard to SCHD business, the APA's time shall be primarily devoted to reviewing contracts and providing legal services and/or advice to SCHD and its staff as needed by the SCHD.
2. Term. The term of this Contract shall commence on January 1, 2019 and continue until December 31, 2019 ("Term") with termination upon sixty (60) days prior written notice by either Party. Total compensation for said Attorney for said Term shall not exceed twenty-five thousand dollars (\$25,000.00).
3. Payment. Payment for said services shall be as follows:
  - (a) SCHD will be invoiced monthly. The Prosecutor shall invoice SCHD based upon the total hours expended by the APA providing legal services to SCHD. The rate charged for the APA by the Prosecutor shall be based upon the APA's hourly salary rate, including fringe benefits.
4. Default. If SCHD fails to make any payments due hereunder or fails to abide by the terms of this Contract, then SCHD shall be in default. The Prosecutor shall provide SCHD notice

## EXHIBIT A

of such default, and if SCHD fails to cure such default within thirty (30) days, then the County may immediately terminate this Contract, and all amounts owed as of the date of termination shall remain an obligation of SCHD.

5. Entire Agreement. This Contract constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Contract can only be amended or modified by the prior written consent of all parties.

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EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto do execute this Contract.

SUMMIT COUNTY COMBINED GENERAL HEALTH DISTRICT

By: \_\_\_\_\_  
Donna Skoda, Health Commissioner                      Date

PROSECUTOR OF SUMMIT COUNTY, OHIO

By: \_\_\_\_\_  
Sherri Bevan Walsh, Prosecutor                      Date

COUNTY OF SUMMIT, OHIO

By: \_\_\_\_\_  
Ilene Shapiro, Executive                      Date

APPROVED:

By: \_\_\_\_\_  
John Galonski                      Date  
Assistant Prosecuting Attorney

By: \_\_\_\_\_  
Deborah S. Matz                      Date  
Director, Department of Law, Insurance  
And Risk Management