

VILLAGE OF ELMORE
ORDINANCE 24 -21

AN ORDINANCE TO RENEW
THE CURRENT CONTRACT
WITH THE VILLAGE SOLICITOR
FOR TWO YEARS

WHEREAS, Section 733.48 of the Ohio Revised Code allows for contracts with legal counsel for a period not to exceed two years; and

WHEREAS, the current contract with legal counsel expired on May 31, 2021; and

WHEREAS, Council and legal counsel are agreeable to renewing the current contract for an additional two-year term;

NOW THEREFORE, be it ORDAINED by the Council of the Village of Elmore, Ohio that:

Section 1. The current contract with the Village Solicitor (see copy attached) is hereby renewed for two years.

Section 2. Said renewal shall include a reminder that the contract is subject to the decisions of the Ohio Supreme Court; among them, *Reid et al. vs. Lansberry*, (1994) 68 Ohio St. 3d 570 and *Fox vs. Purdon*, (1989) 44 Ohio St. 3d. 69 wherein the Supreme Court held that “a client has an absolute right to discharge an attorney or law firm at any time, with or without cause, subject to the obligation to compensate the attorney or firm for services rendered prior to the discharge.”

Section 3. The Village Administrator is authorized to execute the renewal on behalf of the Village.

Section 4. It is hereby found and determined that all formal actions of the Council of the Village of Elmore, Ottawa County, Ohio, concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and all deliberations of this Council that resulted in such formal

actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted on: 26 JUL 21

Upon Motion duly made and seconded, a vote on this Ordinance was taken as follows:

PASSED:

To pass

Yeas 5 Nays 1

Date: 26 JUL 21



PRESIDENT OF COUNCIL

Approved: _____
MAYOR

FISCAL OFFICER

FISCAL OFFICER'S CERTIFICATE AS TO PUBLICATION

This is to certify that publication of the foregoing ordinance was duly made as provided in Ordinance 14-09, adopted June 8, 2009, by the following method:

By posting certified copies thereof in the five (5) public places specified in the Codified Ordinance No. 14-09 said posting having been accomplished on the following date:

FISCAL OFFICER

FISCAL OFFICER'S CERTIFICATE AS TO AUTHENTICITY

I hereby certify that the foregoing Ordinance is a true copy of the aforesaid Ordinance No. _____ together with a true and accurate record of adoption by the Village of Elmore, Ohio.

FISCAL OFFICER

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES

This agreement is hereby made on this 1st day of June, 2019 and will terminate on the 31st day of May, 2021.

The Village of Elmore, Ohio (the "Client") hereby retains Attorney Mark E. Mulligan ("Attorney") to represent Client in legal matters, as the Client deems appropriate.


The Client understands and agrees that the Attorney's fee shall be payable at the rate of \$100.00 per billable hour for work performed. The Client understands that all contact with Attorney, including but not limited to, telephone calls and receipt of documents and correspondence shall be billed at the minimum rate of one-tenth (.1) of an hour. Client shall pay Attorney a minimum of \$300 per calendar month, which shall entitle Client to three (3) billable hours of Attorney's time. Billable hours in excess of three hours per month shall be compensated as noted above.

Retainer Fee. The Client agrees that a minimum retainer fee of \$1,000.00 shall be payable to Attorney upon the signing of this Agreement. This fee is non-refundable. No retainer fee will be refunded, and the Client understands that the retainer fee is a minimum fee for making the services of Attorney available to the Client for representing the Client in connection with the above-specified matters.

This retainer fee is payable annually to compensate Attorney for services in addition to the \$100.00 per hour set out above.

Costs. The Client agrees and understands that the above-specified hourly rate does not include expenses incident to the work performed. Such expenses include, but are not limited to, court reporter fees, expert witness fees, investigation fees, travel expenses and attendant costs (currently \$.50 per mile and all out-of-pocket expenses), certified copies, overnight commercial courier, filing fees and fees for service of process. Attorney's travel time will be billed at \$25.00 per hour.

Wherefore, Client and Attorney set forth their hands this 24th day of June, 2019.



MARK E. MULLIGAN

THE VILLAGE OF ELMORE BY:
