

ORDINANCE: 07.16

AN ORDINANCE EMPLOYING Metz, Bailey and Mcloughlin, ATTORNEYS AT LAW, AS VILLAGE SOLICITOR AND DECLARING AN EMERGENCY;

WHEREAS, the Village of Lithopolis requires the immediate need of legal services; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LITHOPOLIS, FAIRFIELD COUNTY, STATE OF OHIO:

SECTION 1. The Council of the Village of Lithopolis employs Metz, Bailey and Mcloughlin, Attorneys at Law, as the Village of Lithopolis Solicitor commencing May 10, 2016 and continuing through December 31st 2016.

SECTION 2. The Village shall pay One Hundred and Fifty Dollars Per Hour (\$150.00) the Hourly Rate on Proposal Dated May 7, 2016 and approved by the Village Council.

SECTION 3. The ordinary legal services shall be those services enumerated in the Ohio Revised Code, and shall generally include preparing contracts, applications, agreements and other written instruments in which the Village is concerned, giving oral or written opinions to any officer of the Village, prosecuting matters that come before the Village's mayor's court or prosecuting cases in other courts on the Village's behalf, and providing legal counsel and advice for the Village and its officers.

SECTION 4. The extraordinary legal services that may be required generally include litigation before all courts or judicial or quasi-judicial forums or other legal matters beyond the scope of ordinary legal matter, as determined and approved by the Village Council.

SECTION 5. Metz, Bailey and Mcloughlin agrees that they shall not seek and shall not participate in other benefits afforded Village employees.

SECTION 6. The Village and Metz, Bailey and Mcloughlin agree that his employment with the Village is nonexclusive. Metz, Bailey and Mcloughlin shall not, during the term of employment with the Village, accept representation of any client on any matter that conflicts with the best interests of the Village.

SECTION 7. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the reason to have legal council for the Village and it's Officers This ordinance shall be in full force and effect at the earliest date permitted by law.

DATE PASSED:

ATTEST: _____
CLERK

SIGNED: TED SIMON
MAYOR

DATE: _____

DATE: MAY 10, 2016

APPROVED AS TO FORM:

ORDINANCE: 07-16

AN ORDINANCE EMPLOYING _____, ATTORNEY AT LAW,
AS VILLAGE SOLICITOR AND DECLARING AN EMERGENCY;

WHEREAS, the Village of Lithopolis requires the immediate need of legal services; and

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF
LITHOPOLIS, FAIRFIELD COUNTY, STATE OF OHIO:

SECTION 1. The Council of the Village of Lithopolis employs _____,
Attorney at Law, as the Village of Lithopolis Solicitor commencing May 10, 2016 and continuing
through December 31st 2016.

SECTION 2. The Village shall pay _____ the Hourly salaries from statement of rates on Bid
Dated May 2016 and approved by the Village Council.

SECTION 3. The ordinary legal services shall be those services enumerated in the Ohio Revised Code,
and shall generally include preparing contracts, applications, agreements and other written instruments
in which the Village is concerned, giving oral or written opinions to any officer of the Village,
prosecuting matters that come before the Village's mayor's court or prosecuting cases in other courts on
the Village's behalf, and providing legal counsel and advice for the Village and its officers.

SECTION 4. The extraordinary legal services that may be required generally include litigation before
all courts or judicial or quasi-judicial forums or other legal matters beyond the scope of ordinary legal
matter, as determined and approved by the Village Council.

SECTION 5. _____ agrees that he shall not seek and shall not participate in other
benefits afforded Village employees.

SECTION 6. The Village and _____ agree that his employment with the
Village is nonexclusive. _____ shall not, during the term of employment with the
Village, accept representation of any client on any matter that conflicts with the best interests of the
Village.

SECTION 7. This ordinance is hereby declared to be an emergency measure necessary for the
immediate preservation of the public peace, health and safety, and for the reason to have legal council
for the Village and it's Officers This ordinance shall be in full force and effect at the earliest date
permitted by law.

DATE PASSED: May 10, 2016

ATTEST: Jarita Brown
CLERK

SIGNED: Ted Simon
MAYOR

DATE: May 10, 2016

DATE: May 10, 2016

APPROVED AS TO FORM:

**METZ, BAILEY AND McLOUGHLIN
ATTORNEYS AT LAW**

BRUCE E. BAILEY
bbailey@metzbailey.com
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FRANCIS S. BAILEY
(1921-2005)

ROY E. METZ
(1922-2003)

Mayor Ted Simon
11820 Lithopolis Road
Lithopolis, Ohio 43136

Dear Mayor Simon,

Please find enclosed two copies of the 2016 Village Solicitor Contract we have both reviewed. Both copies have been signed by me. Please sign them and ask Terra to sign them and then return one fully executed copy to me in the enclosed envelope. Keep the other copy for the Village records.

Thanks,



Mike Fultz

Enclosure

CONTRACT FOR LEGAL COUNSEL

This Contract is made by and between the Village of Lithopolis, Ohio (hereinafter "Lithopolis") and Metz, Bailey & McLoughlin (hereinafter "the Firm") for legal services provided to Lithopolis pursuant to appointment by the Mayor of Lithopolis, with subsequent approval of the Village Counsel, in accordance with Ohio Revised Code section 733.48.

SCOPE OF THE LEGAL SERVICES:

The Firm shall provide, as requested, all the typical legal services normally provided by a Village Solicitor. The Firm shall provide legal oversight on behalf of the Village in any matters requiring the Village to engage specialized legal services. The primary attorney providing these services to the Village shall be Michael K. Fultz, who shall be the named Village Solicitor. The Firm, at its sole discretion, may employ or subcontract with other attorneys, paralegals, and other personnel, as deemed appropriate to provide the services described herein. The Firm shall at all times serve at the pleasure of the Mayor of Lithopolis.

The Firm shall prosecute all Traffic and Criminal cases filed in the Lithopolis Mayors Court and any criminal cases filed in Franklin County Municipal Court on behalf of Lithopolis, including transfers and appeals from the Lithopolis Mayors Court. The Firm shall not prosecute criminal cases for Lithopolis in any other courts. In the prosecution of criminal cases, the Firm will attempt to avoid conflicts of interest by employing subcontractor attorneys when necessary. A conflict of interest shall not be deemed to exist in the prosecution of defendant(s) currently or previously prosecuted by the Firm on behalf of other jurisdictions.

Attorneys of the Firm shall not be employees of Lithopolis. Neither the Firm nor any of its attorneys shall receive or claim any employee benefits from Lithopolis. The Firm shall at all times be an independent contractor under this Contract.

CONTRACT TERM:

The term of this Contract shall commence on May 10, 2016, and shall conclude on December 31, 2016, subject to termination as hereinafter provided. If this Contract shall not have been terminated as provided herein, it shall automatically renew, effective January 1 of each successive year in accordance with the terms provided herein.

PAYMENT TERMS:

Lithopolis shall pay the Firm a fee of \$150.00 per hour for attorney services. Lithopolis shall not pay for any staff time of the Firm's support staff. Lithopolis shall not pay for the Firm's travel time or ordinary expenses incurred in the day-to-day course of providing legal services, such as small amounts of paper copies or postage. Lithopolis shall reimburse the Firm for any extraordinary expenses, but such expenses shall be approved by the Mayor in advance.

The Firm shall invoice Lithopolis monthly for the legal services provided in the previous month. The Firm's invoice shall provide sufficient detail to allow the Village to identify each service

referenced in the invoice. Lithopolis agrees to pay the full invoice within 30 days from the date of invoice.

LICENSURE AND PRACTICE:

The Firm warrants that all attorneys used by the Firm shall be properly registered to practice law in Ohio and in "Good Standing" with the Supreme Court of Ohio. The Firm agrees to act at all times in conformance with all applicable laws, in conformance with all rules of the Supreme Court of Ohio, and in conformance with the Rules of Superintendence for the Courts of Ohio.

TERMINATION:

Notwithstanding anything to the contrary in this Contract, either Party may terminate this Contract without liability, for any reason or no reason at all, upon written notice to the other Party at least 30 days prior to termination.

APPLICABLE LAW:

This Contract shall be governed by and construed under the laws of the State of Ohio. The exclusive venue for all cases related to or arising out of this Contract shall be the state and federal courts in Franklin County, Ohio. If any provision or clause of this Contract is held to be invalid by a court of competent jurisdiction, such provision or clause shall be severed herefrom and shall not affect the validity or enforceability of any other provision of this Contract.

SIGNATURE AUTHORITY:

The signatories hereto warrant they have obtained all necessary approvals and have full authority to execute this contract and thereby obligate the respective Parties without further action.

IN WITNESS WHEREOF, the Parties have executed this Contract intending it to be effective on May 10, 2016.

VILLAGE OF LITHOPOLIS, OHIO

By: 
Theodore B. Simon, Mayor

By: 
Terra Wynkoop, Fiscal Officer

METZ, BAILEY & McLOUGHLIN

By: 
Michael K. Fultz, Partner