

ORDINANCE NO. 67-2018

AN ORDINANCE AUTHORIZING THE MAYOR AND FISCAL OFFICER OF THE VILLAGE OF LOUDONVILLE TO ENTER INTO A CONTRACT WITH KICK & GILMAN, LLC FOR LEGAL SERVICES FOR A PERIOD OF TWO (2) YEARS.

WHEREAS, in order to provide for legal counsel for the Village of Loudonville, Ohio for all routine services and for representation in any pending and future litigation, it is necessary that the Village of Loudonville retain legal counsel; and

WHEREAS, the Village of Loudonville desires to retain the law firm of Kick & Gilman, LLC as legal counsel for a period of two (2) years.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LOUDONVILLE, STATE OF OHIO:

SECTION 1. That the Mayor and Fiscal Officer of the Village of Loudonville are hereby authorized and directed to enter into a contract on behalf of the Village of Loudonville with the Law Office of Kick & Gilman, LLC, Attorneys at Law, for a period of two (2) years commencing January 1, 2019 and ending on December 31, 2020, and consistent with the terms of the agreement attached hereto as Exhibit A.

SECTION 2. That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health and safety in the Village of Loudonville, for the reason that it is immediately necessary to provide for the provision of legal and criminal prosecution services. This Ordinance shall therefore take effect and be in force at the earliest date allowed by law.

Passed: _____

Stephen Stricklen, Mayor

ATTEST:

Elaine Van Horn, Fiscal Officer

Thomas R. Gilman, Solicitor

CONTRACT FOR LEGAL SERVICES

This Agreement made and entered into this ____ day of _____, 2018, by and between the law firm of Kick & Gilman, LLC, hereinafter referred to as "Firm" and the Village of Loudonville, an Ohio Municipal Corporation, hereinafter referred to as "Village."

WITNESSETH

WHEREAS, Council of the Village of Loudonville has authorized the execution of this Agreement with the passage of Ordinance No. ____-2018; and

WHEREAS, Village desires to retain the services of Firm for a period not to exceed two (2) years, and said Firm desires to provide such legal services.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, as well as other good and valuable considerations, the parties hereto agree as follows:

- 1) Firm agrees to render all legal advice and services which Village, its elected officials and other representatives shall request in relation to Village affairs or acts, including, but not limited to (a) consultations with elected officials, department heads, and other representatives of the Village; (b) preparation of all legal instruments, ordinances, resolutions, contracts, or the like, of whatsoever nature, as the Village may require; (c) prosecution and defense of all causes of action accrued or to accrue during said period for or against Village; (d) prosecution of criminal misdemeanants as required by statute; (e) attend and advise Village Council meetings as requested by the Village Council and (f) annexation proceedings or other special proceedings undertaken by the Village such as water and/or sewer projects.
- 2) Village agrees to pay Firm at the rate of One Hundred Thirty-Five and No/100 Dollars (\$135.00) per hour for all legal services rendered to the Village and One Hundred Thirty-Five and No/100 Dollars (\$135.00) per Village Council meeting attended, within thirty (30) days following submission of a statement for such services. Village further agrees to reimburse Firm for any reimbursable expenses advanced by Firm on behalf of Village, which are necessary and related to any legal representation of Village.
- 3) In addition to the hourly rate set forth above, Village shall provide and supplement the following resources:
 - a) Baldwin's Ohio Practice, Local Government Law - Municipal
 - b) Baldwin's Ohio Driving Under the Influence Handbook
 - c) Ohio Municipal Attorneys Association annual membership
- 4) Firm accepts employment by Village for a period of two (2) years, and agrees to render all necessary or requested legal services when called upon. Village agrees to

employ Firm for a period of two (2) years. Said two-year term shall commence on January 1, 2019 and end on December 31, 2020. Primary legal counsel for Village under this agreement shall be Erin R. Kick and Thomas R. Gilman. Other attorneys associated with the Firm, and engaged by the Firm, however, may render legal services to Village pursuant to this contract at the discretion of Firm.

5) This agreement may be terminated by either party upon sixty (60) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives on the day and date first set forth above.

VILLAGE OF LOUDONVILLE

Stephen Stricklen, Mayor

Elaine Van Horn, Fiscal Officer

KICK & GILMAN, LLC

Erin R. Kick, Attorney at Law
Member, Kick & Gilman, LLC

Thomas R. Gilman, Attorney at Law
Member, Kick & Gilman, LLC