

RECORD OF ORDINANCES

ORDINANCE 19-2018

ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT FOR ATTORNEY SERVICES WITH BRIAN J. BALLENGER; AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Genoa wishes to retain legal services with Brian J. Ballenger;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF GENOA, OTTAWA COUNTY, OHIO:

SECTION 1. That the Village Administrator is authorized to enter into a Contract for Attorney Services with Brian J. Ballenger, a copy of which is attached hereto as Exhibit A.

SECTION 2. It is found and determined that all formal actions of Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the Village of Genoa and the State of Ohio.

SECTION 3. That this Ordinance constitutes an emergency measure because timely acceptance of the agreement is necessary to preserve the public peace, safety, and welfare of our citizens. This ordinance shall be in full force and effect immediately after its passage by the Mayor.

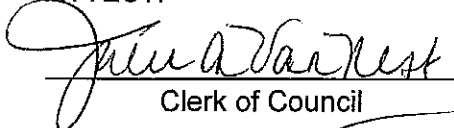
Vote to suspend rules: For: 5 Against: 0

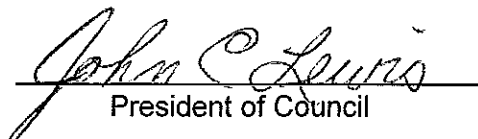
Vote on emergency clause: For: 5 Against: 0

Vote on final adoption: For: 5 Against: 0

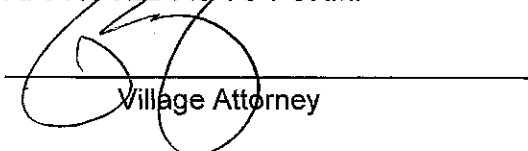
ADOPTED 8-20-18 As an emergency measure.

ATTEST:

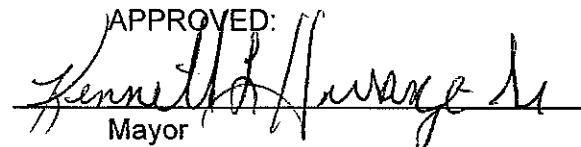

Clerk of Council


President of Council

APPROVED AS TO FORM:


Village Attorney

APPROVED:


Mayor

CONTRACT FOR ATTORNEY SERVICES

In accordance with the Village of Genoa Ordinance number this agreement is made and entered into this 20th day of August 2018, between the Village of Genoa, Ottawa County, Ohio, hereinafter referred to as "Village", and Brian J. Ballenger hereinafter referred to as "Solicitor", pursuant to the following terms and conditions:

WHEREAS, the Village wishes to retain the services of attorney as the Solicitor for the Village of Genoa, and

WHEREAS, the Village of Genoa and the attorney desire to provide for certain procedures, benefits and requirements regarding the Village Solicitor, and

WHEREAS, the attorney wishes to provide legal services as Solicitor for said Village of Genoa under the terms and conditions recited herein;

NOW, THEREFORE, the Village and the attorney agree to the following:

1. DUTIES.

- (A) The Village Solicitor position encompasses the duties of the legal advisor to and attorney for the Village of Genoa, Ohio as specified in the Revised Code Section 705.11. Duties of the Solicitor include the basic day to day legislative drafting, basic legal services to the Village of Genoa, attendance at Council meetings, attendance at Committee of the Whole meetings and any other meetings which the Mayor, President of Council or Committee Chairman would request attendance.
- (B) The Village further understands that as Solicitor, Brian J. Ballenger, will not undertake any matter in which he is not competent to adequately represent the citizens of Village. In such an event, he shall notify the Mayor, President of Council, or the Village Administrator immediately.

2. COMPENSATION.

- (A) In accordance with this provision said attorney shall be paid by the Village compensation at the rate of **One Hundred Forty-Five Dollars (\$145.00)** per hour for all time spent rendering legal services to the Village.
- (B) The Village agrees to pay P.E.R.S. benefits on the services rendered.

- (C) The Village shall be responsible for any costs or expenses incurred in handling any cases for the Village.
- (D) The Village will be responsible for reimbursable, including travel expenses.

3. TERM OF CONTRACT.

- (A) The Village shall maintain liability insurance coverage as it relates to Village legal counsel.
- (B) The Village agrees to pay for the cost of educational seminars that the Solicitor attends. If said seminar is beneficial to more than one Village, cost will be shared equally between the Village of Genoa and the other political subdivision (Village).
- (C) This contract shall be for a period of two (2) years, subject to the termination provision provisions in paragraph six and commencing this 20th day of August and expiring on the 20th day of August 2020. The Mayor and Council shall review the renewal of this contract ninety (90) days prior to its expiration.

4. BILLINGS

- (A) Attorney shall submit monthly a statement for legal services rendered and expenses incurred on behalf of the Village of Genoa.
- (B) Said sums shall be payable on the first payday of each month following submittal.
- (C) Professional services shall be billed based upon one-tenth hour (six minute) increments.

5. ATTORNEY'S DESIGNEE.

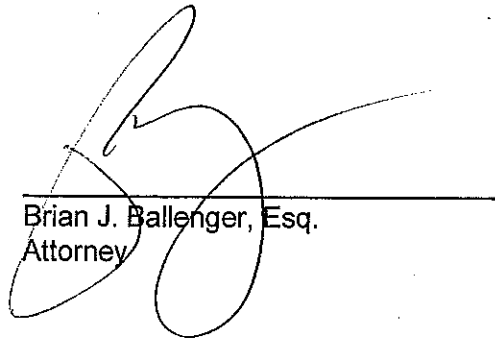
Attorney shall be entitled to assign duties from time to time to C. Drew Griffith Esq. as attorney's designee.

6. TERMINATION OF CONTRACT.

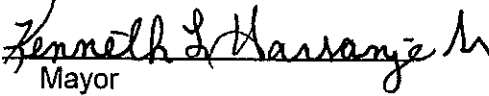
- (A) The Village shall retain the right to remove attorney without cause by the Mayor with the consent of a majority of the members elected to the legislative authority of the Village, or the attorney may be removed without cause by an affirmative vote of three-fourths of the members elected to the legislative authority of the Village without the consent of the Mayor.
- (B) The attorney reserves the right to terminate this contract upon thirty (30) days written notice to the Mayor.

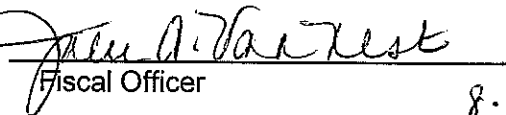
(C) This contract may only be terminated by the Village without further obligation in the event of the attorney's death, permanent disability, conviction of a felony, or failure to maintain a valid license to practice law in the State of Ohio.

(D) Upon the termination of this contract by either the Village or attorney, the attorney shall receive payment for work performed through the last day worked.



Brian J. Ballenger, Esq.
Attorney

Village of Genoa
By: 
Mayor

By: 
Fiscal Officer

8-20-18