

MSponsor: Manager Rebecca A. Hopkins

First Reading: May 29, 2018
Second Reading: May 29, 2018
Third Reading: Suspended 2018
Adopted: May 29, 2018

**VILLAGE OF LINCOLN HEIGHTS
HAMILTON COUNTY, OHIO
RESOLUTION NO. 2018-R-29**

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN
AGREEMENT WITH DONNELLON DONNELLON & MILLER TO PERFORM LEGAL
SERVICES**

NOW, THEREFORE, BE IT RESOLVED, by the Council for the Village of Lincoln Heights, Hamilton County, Ohio, that:

SECTION I The Village Manager is hereby authorized to execute a contract with Donnellon Donnellon & Miller to perform legal services. Said contract shall be in substantially the same form as the contract attached hereto as **Exhibit A** and made a part hereof.

SECTION II This Resolution is hereby declared to be an emergency measure necessary for the health, safety and general welfare of the Village of Lincoln Heights. The reason for said emergency is the need to employ Donnellon Donnellon & Miller and Deepak K. Desai to provide legal services to the Village.

Passed this 29th day of May, 2018.


Mayor, Village of Lincoln Heights

Attested:


Clerk of Council

RECORD OF VOTES CAST

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Mayor Ruby Kinsey-Mumphrey	x	—	—	—
Vice Mayor Jeannie Stinson	x	—	—	—
Phyllis Baber	—	—	—	x
Linda Childs-Jeter	x	—	—	—
Daronce Daniels	x	—	—	—
Kathy Goodwin-Williams	x	—	—	—
LaVerne Mitchell	x	—	—	—

CERTIFICATION OF PUBLICATION

I hereby certify that I have published the foregoing legislation beginning on May 29, 2018 in accordance with Section 2.12 of the Charter for the Village of Lincoln Heights, Hamilton County, Ohio, by posting a complete copy of the legislation for at least 14 days after its adoption in 5 conspicuous places in the Village, to wit: 1) Healthcare Connection; 2) St. Simon's Church; 3) Friendship Plaza; 4) Centennial Apartments; 5) Oak Park; 6) Our Corner; and 7) Village Hall.



 Clerk of Council

EXHIBIT A

CONTRACT FOR LEGAL SERVICES

This Agreement is made by and between the Village of Lincoln Heights ("Village") and Donnellon Donnellon & Miller, LPA ("Firm") effective as of May 1, 2018.

Throughout the term of this Agreement, Deepak K. Desai, Esq. shall serve as the Village Solicitor and Law Director.

Firm agrees to provide legal services to Village as outlined in Ohio Revised Code Sections 733.49 through 733.77 and Section 3.10 of the Village Charter. Firm shall be compensated \$4,500.00 per month ("Flat Fee") for general services ("General Services") plus expenses (e.g. mileage, postage, copy charges). General Services shall include attendance and representation at regular Council meetings; attendance and execution of duties as prosecutor at regular sessions of Mayor's Courts (this does not include matters that are appealed or transferred from Mayor's Court to Hamilton County Municipal Court), provided, however, that such duties may be subcontracted to a qualified individual or organization by the Firm in which case the Firm shall pay for such services out of the Flat Fee; drafting Ordinances and Resolutions; drafting contracts for Village officials, administrators, employees, staff, and contract workers; general advice and counsel on legal issues such as Ohio Sunshine Laws, Home Rule Power, Constitutional issues, Governmental Immunity, and Federal and State Employment Laws; training Council, commissions, and boards on legislative procedure, requirements under Ohio Sunshine Laws, and on areas of responsibility; general advice and counsel (whether in person, via email, or over the telephone) to Council, the Village Manager, Department Heads and staff.

Firm shall also provide extraordinary services ("Extraordinary Services") to the Village. Firm shall be compensated \$75.00 to \$200.00 per hour for extraordinary services plus expenses (e.g. mileage, postage, copy charges). Firm shall record time spent on Extraordinary Services' matters in quarter hour increments (i.e. 0.25). Extraordinary Services shall include all items not specifically identified as General Services. The hourly rates for Extraordinary Services are \$75.00 for paralegals, \$140.00 for associates; and \$200.00 for partners. Provided, however, that Deepak Desai's hourly rate shall not exceed \$175.00.

Invoices are due upon receipt. Invoice amounts more than 30 days past due shall be subject to interest calculated at 1½ % per month, 18% per annum.

The term of this Agreement shall be year to year, and shall automatically renew every year without action by either party. Either party may terminate this Agreement upon 90 days advanced written notice delivered to the other party ("Notice Period"). During the Notice Period, each party must continue to fulfill their duties under this Agreement, or such other period of time as agreed to by the parties.

This Agreement constitutes the entire agreement between the parties. This Agreement may not be modified or amended, unless in writing, signed by an authorized agent of both parties.

On behalf of:

VILLAGE OF LINCOLN HEIGHTS

Rebecca A. Hopkins
Rebecca A. Hopkins
Village Manager

May 29, 2018
Date

DONNELLON DONNELLON &
MILLER, LPA

Deepak K. Desai
Deepak K. Desai, Esq.

May 29, 2018
Date

FISCAL OFFICER'S CERTIFICATE O.R.C. SECTION 5705.41(D)(1)
VILLAGE OF LINCOLN HEIGHTS, HAMILTON COUNTY, OHIO

It is hereby certified that the amount required to meet the obligation under the attached contract, agreement, order, statement of work or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances, and is not appropriated for any other purpose. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: 5/31/18

Donna Pope
Donna Pope, Finance Director