

RESOLUTION NO. 23-04  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Robert L. Corbin ON THE 19<sup>th</sup>  
DAY OF July, 2004.

A RESOLUTION TO AUTHORIZE THE CITY MANAGER  
TO ENTER INTO A CONTRACT WITH ALTICK &  
CORWIN COMPANY, L.P.A., FOR LEGAL SERVICES.

WHEREAS, After thirty-five (35) years of dedicated service to the City of Centerville, Ohio, Mr. Robert N. Farquhar has resigned his position as Municipal Attorney for the City; and

WHEREAS, The members of the law firm with which Mr. Farquhar is associated, Altick & Corwin Company, L.P.A., possess the necessary expertise to provide legal services to the City; and

WHEREAS, The members of the law firm of Altick & Corwin Company, L.P.A., will have access to information and material acquired and produced by Mr. Farquhar during the period of time that he served as the Municipal Attorney.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager be authorized to enter into a Contract with Altick & Corwin Company, L.P.A., to provide legal services to the City of Centerville upon the basis of its proposal, dated June 11, 2004.

PASSED this 19<sup>th</sup> day of July, 2004.

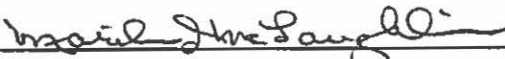
C. Mark Kenesee  
Mayor of the City of Centerville, Ohio

ATTEST:

Marie J. McLaughlin  
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies that the foregoing is a true and correct copy of Resolution Number 23-04 passed by the Council of the City of Centerville, Ohio on the 19<sup>th</sup> day of July, 2004.

  
Clerk of Council

Approved as to form, consistency  
with existing Ordinances, the  
Charter and Constitutional Provisions.

Department of Law  
Robert N. Farquhar  
Municipal Attorney

AGREEMENT BY AND BETWEEN THE CITY OF CENTERVILLE,  
OHIO,  
100 W. SPRING VALLEY ROAD, CENTERVILLE, OHIO 45458  
AND  
ALTICK & CORWIN CO., L.P.A., 1700 ONE DAYTON CENTRE,  
ONE S. MAIN STREET, DAYTON, OHIO 45402

WHEREAS, the City of Centerville desires to retain the services of Altick & Corwin Co., L.P.A. to provide legal services to the City of Centerville; and,

WHEREAS, Altick & Corwin Co., L.P.A. is desirous of providing legal services to the City of Centerville upon the terms outlined in its proposal of June 11, 2004;

NOW, THEREFORE, the parties hereby agree as follows:

1. Altick & Corwin Co., L.P.A. hereby agrees to permit Mr. Scott Liberman, Attorney at Law, to be designated as the Interim Municipal Attorney for the City of Centerville, Ohio and to make available other attorneys and staff members as may be necessary to perform those tasks required by this Agreement.
2. All attorneys providing legal services under the terms of this Agreement shall be licensed by and be in good standing with the Supreme Court of Ohio to practice law in the State of Ohio. All other employees who perform services under the terms of this Agreement shall work under the direct supervision of a licensed attorney who shall at all times remain responsible for the performance of said work.
3. During the pendency of this Agreement, Altick & Corwin Co., L.P.A. shall maintain professional liability insurance providing liability coverage in an amount not less than \$1,000,000 for each person performing services under this Agreement. Altick & Corwin Co., L.P.A. shall, upon request, provide evidence of the existence of said insurance coverage.
4. Those attorneys performing services under this Agreement shall provide legal advice and representation to elected officials, em-

ployees and volunteers as requested by the City Manager and perform such other duties as are commonly performed by municipal attorneys. Said attorneys shall also attend meetings of various boards, commissions and city council as requested by the City Manager.

5. Altick & Corwin Co., L.P.A. shall be paid at an hourly rate of \$110.00 per hour for the services of its attorneys performing services under this Agreement. Altick & Corwin Co., L.P.A. shall submit a monthly itemized invoice setting forth in detail a description of the services with sufficient detail of the nature, purpose and subject of the work performed and the specific activity or project to which it relates. The invoice must indicate:
  - a. The date of the task;
  - b. The appropriate description of the task;
  - c. Time required to complete the task;
  - d. The charge for the activity.

All charges for services by attorneys must be recorded daily based upon actual time in increments of .25 hours.

6. In addition to their hourly fee, Altick & Corwin Co., L.P.A. is to be reimbursed for all expenses directly chargeable to the work performed such as travel, photocopying at its cost (but no more than .10 per copy, whichever is less); long distance telephone charges/postage charges at cost.

Expenses must be itemized on the monthly invoice with the following information unless supporting documentation is provided:

- a. The name of the vendor;
- b. Date incurred;
- c. Specific description of the expense.

When supporting documentation is provided, the law firm need only set forth a description of the expense incurred.

7. This Agreement will commence on the 1st day of July, 2004 and terminating December 31, 2004. However, either party to this Agreement may terminate said Agreement without explanation upon thirty (30) days written notice to the other party to the Agreement.
8. All individuals performing services under the terms of this

Agreement shall at all times be considered employees of Altick & Corwin Co., L.P.A. which shall be solely responsible for the payment of all wages, taxes and benefits earned by or due to said employees. All employees of Altick & Corwin Co., L.P.A. performing services under the terms of this Agreement, including anyone who may be designated as the Interim Municipal Attorney for the City of Centerville, shall not be considered to be a "public employee" as that term is defined in R.C. § 145.01(A).

9. This Agreement contains the entire agreement between the parties with regard to the matters set forth herein.

IN WITNESS WHEREOF, this Agreement has been entered into by and between the parties hereto on this \_\_\_\_ day of \_\_\_\_\_, 2004.

ALTICK & CORWIN CO., L.P.A.

By: \_\_\_\_\_

CITY OF CENTERVILLE

By: \_\_\_\_\_

Gregory Horn  
City Manager