

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION NO. 1159

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JOSEPH J. BRAUN AND THE LAW FIRM OF STRAUSS TROY CO., LPA TO SERVE AS VILLAGE SOLICITOR FOR THE VILLAGE OF GEORGETOWN, OHIO FOR THE TERM OF JULY 13, 2017 THROUGH JULY 13, 2019 AND DECLARING AN EMERGENCY

WHEREAS, Joseph J. Braun has served as Solicitor for the Village of Georgetown (the “Village”) since July 2015; and

WHEREAS, the Village seeks to enter into an agreement with Joseph J. Braun and the law firm of Strauss and Troy Co., LPA, to continue their professional legal services for the Village.

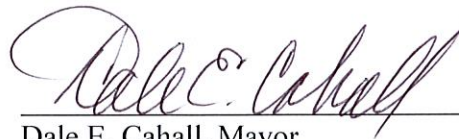
BE IT RESOLVED by the Council of the Village of Georgetown, Brown County, Ohio, a majority or more of all members thereof concurring as follows:

SECTION 1: The Mayor is authorized to enter into and execute an Agreement with Joseph J. Braun and the law firm of Strauss Troy Co., LPA to serve as legal counsel for the Village from July 13, 2017 until July 13 2019. A copy of the Agreement is attached as Exhibit A.

SECTION 2: That the Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of the Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

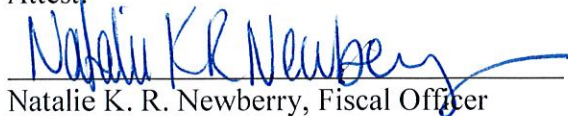
SECTION 3: This Resolution is declared to be an emergency measure necessary for the preservation of the health, safety, and well-being of the residents of the Village of Georgetown; and this Resolution shall be in full force and effect from and after the earliest date allowed by law.

Passed and adopted at a legally convened meeting of Council held on the 13th day of July, 2017.



Dale E. Cahall, Mayor

Attest:



Natalie K. R. Newberry, Fiscal Officer

AGREEMENT TO PROVIDE LEGAL SERVICES

This agreement to provide legal services is entered into this ___ day of July, 2017, between the Village of Georgetown, Ohio (“Georgetown”), Joseph J. Braun (“Braun”) and Strauss Troy Co., an Ohio Legal Professional Association (“Strauss Troy”).

In accordance with R.C. §705.11 and 733.48(A), Georgetown will appoint Braun, a partner with the law firm of Strauss Troy, as the Solicitor for Georgetown. Braun will be a contractor and will serve as Solicitor and bill on a monthly basis for his services in this capacity. Braun waives any entitlement to health insurance, retirement, or other benefits provided for under the Ohio Revised Code or Georgetown’s personnel policies for serving as its Solicitor, except as provided for in this agreement. Braun shall be entitled to all rights, indemnifications and immunities granted by the Ohio Revised Code while serving as Solicitor.

In addition to Braun, Strauss Troy, the law firm where Braun is a partner, will be engaged to assist and provide legal services and counsel as needed for Georgetown under the terms of this agreement.

This agreement shall not include providing legal services for the regular prosecution of cases in Georgetown Mayor’s Court, except any transfer cases which shall be prosecuted by Braun, or his designee, in Brown County Municipal Court.

The parties agree that Strauss Troy will provide legal services to Georgetown at the rate of \$170.00 per hour for all general legal work performed except as otherwise provided herein. Strauss Troy may charge up to \$200.00 per hour for all legal work related to the prosecution and defense of matters where Georgetown is a party and insurance counsel is not provided to Georgetown, as well as any complex work involving real estate or economic development projects Georgetown undertakes during the course of this agreement. All paralegal work will be

billed at \$100.00 per hour and Georgetown is responsible for the payment of all costs advanced by Strauss Troy. The legal services of Strauss Troy (including all costs) will be included in monthly statements provided to Georgetown. The costs will include, but is not limited to, charges for photocopies, faxes, filing fees, electronic funds transfer fees, long-distance telephone charges and travel. Georgetown will not be billed for any costs incurred related to electronic research performed by Strauss Troy.

Strauss Troy will send a monthly invoice for all legal work performed together with costs advanced by Strauss Troy on behalf of Georgetown.

This agreement shall be for a period of two (2) years and may be terminated with thirty (30) days written notice to the other parties hereto.

Georgetown shall be responsible for all attorney fees incurred and expenses advanced by Strauss Troy through the date of termination of this agreement. All documents related to Strauss Troy's representation of Georgetown will be preserved for a period of ten years, or consistent with Georgetown's document retention policy, whichever is longer.

This agreement shall be binding upon the parties, their respective heirs, successors, and assigns.

This agreement, including the waiver of any obligations, rights, or entitlements, may be amended in a writing signed by the parties.

The agreement shall be construed and enforced under the laws of the State of Ohio.

(Signatures on Next Page)

AGREED TO:

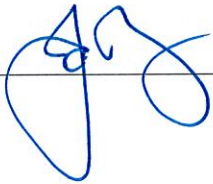
VILLAGE OF GEORGETOWN, OHIO

By: 
Dale Cahall, Mayor

STRAUSS TROY

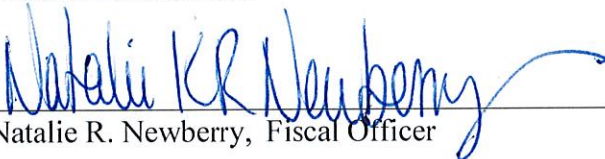
By: 
Marshall K. Dosker, President

JOSEPH J. BRAUN



CERTIFICATION OF FUNDS

I hereby certify that at the time of making of this Contract and the execution of this certification, the amount required to meet the obligations set forth in this Contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.


Natalie R. Newberry, Fiscal Officer

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