

Village of Georgetown, Ohio

RESOLUTION NO. 1113

**A RESOLUTION RETAINING 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 1, 2015 THROUGH JULY 1, 2017**

BE IT RESOLVED by the Council of the Village of Georgetown, Brown County, Ohio, two-thirds (2/3) or more of all members thereof concurring as follows:

SECTION 1: That Joseph J. Braun and the law firm of Strauss Troy Co., LPA, 150 East Fourth Street, Cincinnati, Ohio 45202, be retained as Village Solicitor for the Village of Georgetown, Brown County, Ohio, for the time period of July 1, 2015 through July 1, 2017.

SECTION 2: That the Mayor of the Village of Georgetown be, and hereby is, authorized to sign an agreement with Joseph J. Braun to retain him as solicitor for the Village of Georgetown, Brown County, Ohio at a rate as follows;

- A. Legal Services at a rate of \$170.00 per hour for all general legal work performed.
- B. \$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.
- C. All paralegal work will be billed at \$100.00 per hour.

SECTION 3: That the Village of Georgetown, Brown County, Ohio agrees to all terms and conditions set forth in a written contract prepared and delivered to Council by Joseph J. Braun, Strauss Troy Co., LPA.

SECTION 4: That this resolution shall be in full force and effect from and after the earliest date allowed by law.

PASSED: June / 17 / 2015


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 17th day of June, 2015, 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.

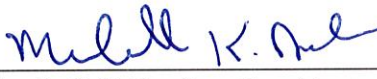
(Signatures on Next Page)

AGREED TO:


VILLAGE OF GEORGETOWN, OHIO

By: 
Dale Cahall, Mayor

STRAUSS TROY

By: 
Marshall K. Dosker, President

JOSEPH J. BRAUN

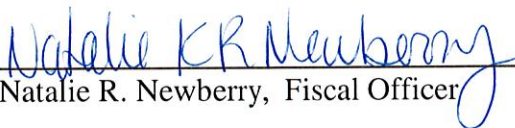


APPROVED AS TO FORM:

Jay D. Cutrell, Village Solicitor

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

AGREED TO:

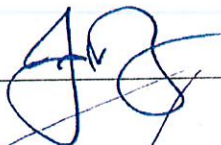
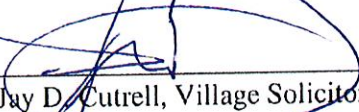
VILLAGE OF GEORGETOWN, OHIO

By: 
Dale Cahall, Mayor

STRAUSS TROY

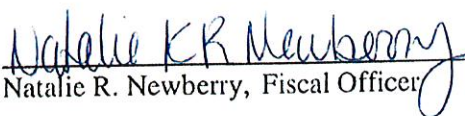
By: 
Marshall K. Dosker, President

JOSEPH J. BRAUN


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Natalie R. Newberry, Fiscal Officer

STRAUSS TROY

attorneys at law

JOSEPH J. BRAUN
E-Mail: jjbraun@strausstroy.com

Direct Dial: 513.629.9403
Direct Fax: 513.629.9426

July 1, 2015

Natalie R. Newberry, Fiscal Officer
VILLAGE OF GEORGETOWN
Municipal Building
301 South Main Street
Georgetown, OH 45121

Dear Natalie:


Enclosed is Resolution No. 1113 and an executed Agreement to Provide Legal Services signed by Marshall K. Dosker, as President of Strauss Troy.

Please let me know if you need anything else.

Sincerely,

STRAUSS TROY

Joseph J. Braun



Enclosures
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