

ORDINANCE NO. 2009 –03

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT FOR LEGAL SERVICES AND DECLARING AN
EMERGENCY**

WHEREAS, William Todd Drown has served as solicitor for the Village of Warsaw since 2003 and the current contract for legal services expires December 31, 2008;

WHEREAS, the Village of Warsaw has been presented with a contract for legal services by William Todd Drown of Folland & Drown, LPA;

WHEREAS, it is in the best interest of the Village of Warsaw that it enter into a contract with William Todd Drown, Folland & Drown, LPA, for legal services.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of Warsaw, Coshocton County, Ohio, as follows:

Section 1. That the Mayor is hereby authorized to enter into a contract for legal services for the period January 1, 2009 through December 31, 2010 under the terms and conditions set forth in the contract with William Todd Drown, Folland & Drown, LPA, 555 Chestnut Street, Coshocton, Ohio.

Section 2. That Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, welfare and morals such emergency arising because of the necessity of continued legal services as required under Chapter 7 of the Ohio Revised Code.

WHEREFORE, this Ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

PASSED: __January 21, 2009 __

__Ron Davis_____
Mayor

ATTEST: __Cheryl Jones_____
Fiscal Officer

This instrument prepared by:
Attorney William Todd Drown
Folland & Drown LPA
555 Chestnut Street
Coshocton OH 43812
(740) 291-8080

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT entered into this ___ day of _____, 2009, by and between WILLIAM TODD DROWN, FOLLAND & DROWN, LPA, hereinafter called "ATTORNEY" and the VILLAGE OF WARSAW, hereinafter called "VILLAGE".

WITNESSETH:

In consideration of the mutual promises contained herein, ATTORNEY and VILLAGE agree as follows:

1. That the term of this agreement shall be for two (2) years beginning January 1, 2009 through and including December 31, 2010. Provided, however, either party may terminate this contract by giving sixty (60) days written notice of their intention to terminate this contract to the other party.
2. That ATTORNEY shall, from time to time, when called upon by the Mayor, Clerk, members of Counsel, officers or employees of the VILLAGE, render any and all such legal services as may be required of him.
3. That ATTORNEY shall attend any and all regular and special meetings of the Council at such times as requested to do so by VILLAGE.
4. That ATTORNEY shall compile an itemized statement for services rendered, funds advanced, and expenses incurred to the VILLAGE and shall submit same to the clerk of the VILLAGE.
5. That ATTORNEY shall also have such duties as set forth in Section 711.51, 733.53 and 733.54 of the Revised Code of the State of Ohio.
6. That VILLAGE will pay WILLIAM TODD DROWN, FOLLAND & DROWN, LPA the sum of Eighty Dollars (\$80.00) per hour for any and all legal services expended on behalf of VILLAGE. That VILLAGE shall reimburse WILLIAM TODD DROWN, FOLLAND & DROWN, LPA, for any and all funds advanced and expenses incurred, including, but not limited to mileage at a rate of .485 per mile. ATTORNEY will bill for only one-half of any drive time to and from Village functions.
7. This contract does not make WILLIAM TODD DROWN an employee of the VILLAGE and does not require the VILLAGE to pay any amounts to Public Employees Retirement System out of any funds earned by or on behalf of WILLIAM TODD DROWN, FOLLAND & DROWN, LPA.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the day and year first above written.

FOLLAND & DROWN, LPA

VILLAGE OF WARSAW

BY: William Todd Drown

BY: Mayor Ron Davis

This document prepared by:
William Todd Drown, Esquire
Folland & Drown LPA
555 Chestnut Street
Coshocton OH 43812
(740) 291-8080