

Dayton Legal Blank, Inc.

Form No. 30043

2016-8

February 11 16

Ordinance No. _____

Passed _____, 20____

**AN ORDINANCE RENEWING THE CONTRACT OF THE VILLAGE SOLICITOR, ATTORNEY
MELISSA UPTHEGROVE, AND DECLARING AN EMERGENCY**

WHEREAS, Melissa S. Upthegrove, is reappointed to serve as Solicitor for the Village of Sabina, Clinton County, Ohio.

WHEREAS, the Solicitor contract shall start on February 1, 2016 and end on January 31, 2018.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL FOR THE VILLAGE OF SABINA,
CLINTON COUNTY, OHIO**, that:

Section 1. Melissa S. Upthegrove, attorney at law, is reappointed as the Solicitor for the Village of Sabina, Ohio.

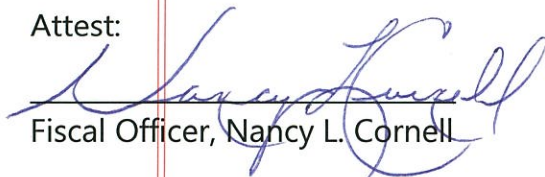
Section 2. The duties of the Village Solicitor shall be those pursuant to the terms and conditions of the employment contract attached hereto and incorporated herein as Exhibit "A";

Section 3. In accordance with R.C 731.17 (A) (2) the requirement that this Ordinance be read on three (3) different days is dispensed with by affirmative vote of at least 3/4 of the members of Council.


Section 4. In accordance with R.C. 731.30 this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village and shall therefore be in full force and effect from and immediately upon affirmative vote of at least 2/3 of the members of Council. This Ordinance is declared an emergency to appoint a Village Solicitor for a new term as the Village Solicitor contract has expired.

Passed this 11th of February 2016.

Attest:


Fiscal Officer, Nancy L. Cornell

Approved:


President, Peggy Sloan

Approved:


Mayor, Dean Hawk

Ordinance No. _____

Passed _____, 20____

EXHIBIT "A"
PROFESSIONAL SERVICES CONTRACT EMPLOYEE

This agreement is made and concluded at Sabina, Ohio, by and between the Village of Sabina, Clinton County, Ohio and Melissa S. Upthegrove, Attorney at Law.

WHEREAS, the Village of Sabina, Ohio, through its legislative authority, desires to provide legal counsel for the Village concerning specified legal matters; and,

WHEREAS, Attorney Melissa S. Upthegrove is licensed to practice law in the State of Ohio; and,

WHEREAS, the Council of the Village of Sabina, Ohio has authorized and directed the Mayor to enter into a professional services contract on behalf of the legislative authority with Attorney Melissa S. Upthegrove;

NOW, THEREFORE BE IT ORDAINED, BY THE VILLAGE OF SABINA, CLINTON COUNTY OHIO, THE PARTIES AGREE AS FOLLOWS:

- 1) Attorney shall represent the Village in certain legal matters, subject to the exceptions set forth below, including providing legal advice to the Village in matters relating to the official duties; rendering legal opinions for and requested in writing by Village officers; preparing legislation, contracts and other written instruments in which the Village is concerned, and prosecuting or defending on behalf of the Village in complaints, suits and controversies to which the Village is a party, unless Village is provided legal representation by their insurance carrier or by the Clinton County Prosecutor's Office.
- 2) It is further agreed by and between the parties hereto, that Attorney, for the considerations stated herein, shall attend Council meetings and other meetings as may be requested, meetings or conferences with Village officials and/or employees as may be requested, and prepare ordinances, resolutions, agreements, contracts, notes, deeds, leases, easement agreements and other documents as necessary. It is further agreed between the parties hereto that Attorney shall represent and advise the Village in all suits and controversies filed in the courts of the State of Ohio in which the Village is a party, and that such representation by Attorney shall be billed at a rate agreeable by the parties in addition to the compensation stated herein, unless the Village is provided legal representation by their insurance carrier or by the Clinton County Prosecutor's Office.
- 3) It is further mutually agreed that the Attorney shall not represent the Village in any matter that constitutes a conflict of interest pursuant to the Ohio Rules of Professional Conduct. In all matters, Attorney shall determine in her sole discretion and judgment if a conflict of interest exists pursuant to the Ohio Rules of Professional Conduct.
- 4) It is further mutually agreed either party may terminate this contract on or before March 31, 2016, in which this contract shall become null and void as to all its terms and conditions as stated herein, with neither party being liable to the other.
- 5) It is mutually agreed, by the parties that the Attorney shall be serving the Village as legal counsel in only the certain specified legal matters as set forth herein.

6) In consideration of the services provided as outlined herein, the Village shall pay Attorney an annual salary in the amount of Nine Thousand Six Hundred Dollars (\$9,600.00) to be paid in twenty-four (24) equal monthly amounts on the last scheduled council meeting of each month, through the Village payroll system with monthly taxes withheld.

7) This agreement shall be in effect for a period of twenty-four (24) months, commencing February 1, 2016 and ending January 31, 2018.

8) The Village Solicitor shall be entitled to Public Service Employee Retirement System benefits under the ORC. The Solicitor shall pay the employers portion of OPERS, Ohio Public Employees Retirement System.

Date: 2/18/16

Dean Hawk
Dean Hawk, Mayor Village of Sabina, Ohio

Date: 2/25/2016

Melissa S. Upthegrove
Melissa S. Upthegrove, S.C. Reg. No.0065886
Attorney at Law