

**ORDINANCE NO. 2008-011**

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH MICHAEL E. FOLEY FOR PROSECUTING SERVICES FOR THE VILLAGE OF WAYNESVILLE AND DECLARING AN EMERGENCY**

**WHEREAS**, Article VI, Section 6.03 of the Waynesville Charter provides that the Law Director shall be the prosecuting attorney for the Village; and

**WHEREAS**, Article VI, Section 6.03 of the Waynesville Charter allows Council to select Special Counsel to perform duties as determined by Council; and

**WHEREAS**, due to his considerable experience, Council has determined that it is in the best interest of the Village to retain Michael E. Foley as the Village prosecuting attorney.

**NOW THEREFORE BE IT ORDAINED** by the Village Council of the Village of Waynesville, \_\_\_\_\_ members elected thereto concurring:

**Section 1.** That Michael E. Foley is hereby appointed Prosecuting Attorney of the Village of Waynesville.

**Section 2.** That the terms of compensation for prosecuting services shall be set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein.

**Section 3.** That the Village Manager is hereby authorized and directed to execute the agreement attached hereto as Exhibit "A."

**Section 4.** That this Ordinance was adopted in open public session pursuant to the Charter of the Village of Waynesville and the Ohio Revised Code.

**Section 5.** That is Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need to have prosecution services available to the Village without interruption

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

Attest: \_\_\_\_\_  
Staci Morris, Clerk of Council

\_\_\_\_\_  
Earl J. Isaacs, Mayor

Withdrawn - not read 03/17/2008

EXHIBIT "A"

**AGREEMENT FOR LEGAL SERVICES**

This Agreement, entered into this 10th day of March 2008, between the Village of Waynesville, Ohio (hereinafter referred to as the "Village") and Michael E. Foley, Attorney at Law.

**WITNESSETH:**

1. Michael E. Foley is hereby retained as Prosecuting Attorney for the Village.
2. Michael E. Foley will carry insurance with the following minimum limits:
  - a. Workers Compensation coverage in accordance with statutory requirements.
  - b. Professional Liability Insurance with limits of not less than \$1 million annual aggregate.
  - c. Comprehensive general liability insurance with limits of not less than \$500,000 for each occurrence, and with property damage limits of not less than \$500,000 for each occurrence, and not less than \$1 million in the aggregate.
  - d. Automobile liability insurance with bodily injury of not less than \$100,000 for each person, and not less than \$300,000 for each accident and with property damages limits of not less than \$100,000 for each accident. He will also have a \$1 million umbrella policy for excess coverage.

Further, Michael E. Foley agrees to indemnify the Village and hold it harmless for any liabilities, injuries, harms and expenses arising out of the negligence of the Prosecutor. Said indemnification and hold harmless provision is limited to the amount of Michael E. Foley's Professional Liability Insurance coverage.

3. Michael E. Foley will not engage in any other legal services in the Village which create a conflict of interest with regard to his responsibilities to the Village. In other words, Michael E. Foley will not accept any cases in opposition to the Village nor handle any matters representing clients before any Board or Commission of the Village or before the Village Council.

4. Michael E. Foley agrees to serve as Prosecuting Attorney for the Village. The Prosecutor shall have the right to select other qualified attorneys to perform the duties of the Prosecutor for temporary periods of his absences.

5. The Village agrees to pay an annual retainer of \$\_\_\_\_\_, payable monthly. For said retainer, the Prosecutor or his representative is to prosecute all matters in the Village's Mayor's

Court, prosecute all matters properly transferred or appealed to Warren County Court, and advise and counsel members of the Police Department regarding these prosecutions. The Prosecutor will be included in the Public Employees Retirement System, but shall receive no other benefits afforded to Village employees.

6. This contract is in full force and effect from the date of execution first written above. At the option of either party, the contract may be terminated upon sixty (60) days' written notice of said intent to terminate in order to provide a smooth transition of duties.

VILLAGE OF WAYNESVILLE

BY: \_\_\_\_\_  
Bruce Snell, Village Manager

MICHAEL E. FOLEY

BY: \_\_\_\_\_  
Michael E. Foley