

VILLAGE OF YELLOW SPRINGS, OHIO

RESOLUTION #2007-21

WHEREAS, John C. Chambers, Attorney at Law of Coolidge Wall Co., LPA, 33 West First Street, Suite 600, Dayton, OH 45402-1289, has been appointed to serve as the Solicitor for the Village of Yellow Springs, to serve at the pleasure of Council, in accordance with the Village Charter.

WHEREAS, this employment contract will be from September 15, 2007 until September 15, 2008.

NOW, THEREFORE, THE COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO, HEREBY RESOLVES THAT:

Section 1. John C. Chambers, Attorney at Law of Coolidge Wall Co., LPA, 33 West First Street, Suite 600, Dayton, OH 45402-1289 be appointed to continue to serve as Solicitor for the Village of Yellow Springs, Ohio, and to serve at the pleasure of Council.

Section 2. The duties of the Village Solicitor shall be those as provided for in the Charter.

Section 3. The Village Solicitor shall be paid for ordinary and extraordinary services as provided for in the attached contract.

Section 4. The Vice President of the Council of the Village of Yellow Springs is hereby authorized to execute the attached contract.

Section 5. This Resolution shall take effect and be enforced beginning September 15, 2007.

Karen Wintrow, Vice President of Council

Passed: August 6, 2007

Attest: _____
Deborah Benning, Clerk of Council

Roll Call: Chase ___Y___
Hempfling ___Y___
Rickenbach ___Y___
Van der Heiden ___Y___
Wintrow ___Y___

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into between The Village of Yellow Springs, Ohio ("Village") and Coolidge Wall Co. L.P.A. ("Coolidge") effective the 15th day of September, 2007.

WHEREAS, John Chambers of Coolidge currently acts as the Solicitor for the Village; and

WHEREAS, the Village Council originally entered into an Agreement with Coolidge for Legal Services ("Agreement") dated August 5, 2002 to provide those services;

WHEREAS, the Village Council now enters into a new Agreement to provide those services.

NOW THEREFORE, the Village and Coolidge hereby agree as follows:

1. Coolidge shall continue to serve as Solicitor for the Village as provided in the Village Charter.

2. Coolidge shall appoint an individual attorney to act as Solicitor on behalf of the firm. John Chambers is so appointed as of this date. All other attorneys at Coolidge are Assistant Solicitors when acting on behalf of the Village. John Chambers may appoint another attorney at Coolidge to act as Solicitor from time to time in his absence. The Village shall have the right to approve any replacement for John Chambers if other than for a temporary absence.

3. Village shall pay Coolidge a monthly blended rate not to exceed One Hundred Fifty Dollars (\$150.00) per hour for all work performed each calendar month by attorneys and paralegals at Coolidge. This blended rate shall be established by dividing the total monthly billing by the total number of hours worked that month by all attorneys and paralegals. When the total monthly fee based on the then current rates of the legal personnel involved exceeds an average of One Hundred Fifty Dollars (\$150.00) per hour, the fee will be reduced to equal the amount which would be charged if all rates charged were One Hundred Fifty Dollars (\$150.00) per hour. It is the further understanding of the parties that no Village fringe benefits, including but not limited to participation in the PERS system, shall be paid to Coolidge.

4. Coolidge will bill all expenses incurred on behalf of the Village, such as reimbursement for long distance telephone calls, travel, computerized legal research, deliveries, experts, filing fees and other expenses. Copying fees will not be charged. Computerized legal research, such as Lexis-Nexis, will be used when it is deemed to be a cost-effective method of research. Such services will be charged to the Village at Coolidge's cost for the service. The cost for such services will vary depending upon the nature of the research. Coolidge will use these services where Coolidge believes that the overall cost to the Village will be reduced by use of these services, due to reduced charges for attorney research time exceeding the cost of the services, or time constraints dictate quicker research.

5. Village and Coolidge acknowledge that conflicts of interest between the Village and other clients of Coolidge occur from time to time and agree that they will handle conflicts in the manner discussed here. If Coolidge represents an existing client which needs legal representation in a matter involving the Village, the firm will advise Village Council of the matter. The Council will then determine, based on the facts of the case, if Coolidge may represent one or both or the parties, or if Coolidge cannot represent either. The President of Council will then execute a conflict waiver letter stipulating the role the Council feels is appropriate for Coolidge in the matter.

6. General direction on administrative matters shall be given to Coolidge through the President of Council or his/her designee. Coolidge will perform only such legal activities for the Village as are authorized by the Village Council, Council Members, the Village Manager, the Village Clerk of

Council or their designees. Coolidge shall also be authorized to perform, without specific instruction, those legal functions which are necessary or desirable for the welfare of the Village. All bills will be sent to the Clerk of Council.

7. The Village Solicitor shall serve as an at-will employee of the Council subject to the terms of the Village Charter, Ordinances and Resolutions and Employment Contract. The Village Solicitor may only be terminated by the following procedure: Any member of Council may, at any Council meeting, introduce a motion to terminate the Village Solicitor. If such motion is seconded, the matter shall then immediately be tabled until the following Council meeting. At the following Council meeting, the Village Solicitor shall have the opportunity to have a hearing before Council, either in public or in Executive Session, at the employee's request, to present information the employee feels is relevant to the question of whether they should be terminated. Following the end of that hearing, the Motion shall be automatically removed from the table and, following deliberation by Council, a vote taken on its adoption.

8. Any notices to be given hereunder by either party to the other may be transmitted either by personal delivery in writing or by ordinary mail. Mailed notices shall be addressed as follows:

Village Manager
Village of Yellow Springs
100 Dayton Street
Yellow Springs, Ohio 45387

John C. Chambers, Esq.
Coolidge Wall Co., LPA
33 W. First Street, Suite 600
Dayton, Ohio 45402-1289

This Agreement supercedes any and all other agreements, either oral or in writing, between Coolidge and the Village with respect to the employment of Coolidge by the Village as Village Solicitor of the Village of Yellow Springs, Ohio. Further, this Agreement contains all the covenants and agreements between the parties with respect to such employment in any manner whatsoever.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the Charter and Ordinances of the Village. In all cases permitted by law, the Charter and Ordinances of the Village shall control.

In witness whereof, the parties have executed this Agreement effective the date first stated above.

THE VILLAGE OF YELLOW SPRINGS, OHIO

COOLIDGE WALL CO., LPA

By _____
Vice President of Village Council

By _____
John C. Chambers
Village Solicitor