

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2020-24**

**APPOINTING BREANNE N. PARCELS, ESQ. OF GORMAN VESKAUF HENSON & WINEBERG AS
VILLAGE SOLICITOR FOR A TERM OF UP TO TWO YEARS AND FIXING COMPENSATION**

WHEREAS, pursuant to Section 79 of the Village Charter, the Village Solicitor serves at the pleasure of Council, in accordance with the Village Charter; and

WHEREAS, after a thorough review and selection process and interviews of several qualified candidates, Village Council now desires to appoint Breanne Parcels, Esq. of Gorman, Veskauf, Henson, & Wineberg to serve as Village Solicitor,

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

Section 1. Breanne Parcels, Esq., of Gorman, Veskauf, Henson & Wineberg is appointed to serve as Solicitor for the Village of Yellow Springs, Ohio, to perform such duties as provided for in the Charter and more specifically set forth in the Legal Services Agreement incorporated as "Attachment A" to this Resolution.

Section 2. The Village Solicitor shall be paid for ordinary and extraordinary services as provided in Attachment A, subject to annual budgetary review.

Section 3. The President of Council for the Village of Yellow Springs is hereby authorized to execute the attached Legal Services Agreement.

Section 4. This Resolution shall take effect July 6, 2020 and the Village Solicitor shall serve on an at-will basis through July 1, 2022. Upon expiration of the term, Council has full discretion to choose to renew or renegotiate terms.

Brian Housh, President of Council

Passed: 7-6-2020

Attest: _____
Judy Kintner, Clerk of Council

ROLL CALL:

Brian Housh_Y__ Marianne MacQueen_Y_ Kevin Stokes_Y___
Lisa Kreeger__Y__ Laura Curliss__Y__

Attachment A

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is between The Village of Yellow Springs, Ohio ("Village"), an Ohio municipal corporation, and Gorman Veskauf Henson & Wineberg ("GVHW") effective _____, 2020.

WHEREAS, as the Village Council and staff have engaged in a thorough review and selection process for legal counsel, and the Village Council now desires to appoint Breanne Parcels of GVHW to serve as Solicitor at the pleasure of the Village Council,

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

1. GVHW shall serve as Solicitor as provided in the Village Charter. Duties include, but are not limited to, attendance at Council meetings; attendance at Planning and Zoning and Board of Zoning Appeals meetings, and other board and commission meetings as needed; providing legal advice to the Council, Village Manager, board and commission members, and Village staff as necessary or upon request; attendance, as requested, at other meetings involving the Village with county, state and federal officials; review and approval of contracts and agreements; researching and drafting of ordinances and agreements; and representing the Village in state and federal jurisdictions. In certain circumstances, the Solicitor may also be responsible for prosecuting adult criminal misdemeanors and traffic offenses in Yellow Springs Mayor's Court or Xenia Municipal Court from time to time, and other extraordinary services such as preparation and representation before the Second District Court of Appeals or the Ohio Supreme Court, or litigation in federal district courts which would be assigned to outside counsel.

2. GVHW has designated Breanne Parcels as an individual attorney to act as Solicitor on behalf of the firm. Other attorneys at GVHW may act as Assistant Solicitors on behalf of the Village from time to time for any temporary absence, but the Village Council shall have the right to approve any replacement for Ms. Parcels if other than for a temporary absence. Any attorney acting under this Agreement shall be licensed to practice in Ohio as well as the United States Southern District of Ohio and maintain good standing in both state and federal jurisdictions to represent the Village. No GVHW attorney shall be treated as an employee but shall be considered independent contractors and GVHW shall provide the Village with any information necessary for tax reporting obligations.

3. GVHW shall furnish services to the Village under this Agreement at a cost not to exceed \$54,000.00 annually. The Village shall pay GVHW a monthly retainer amount of \$4,500.00 for all work performed each calendar month by GVHW attorneys and support staff. The Village shall pay a monthly blended rate for all work performed each calendar month by GVHW. 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 support staff. If the total monthly fee would exceed the retainer and any available carry-over balance, the rate will be reduced to conform to the Village's budgetary appropriation but the above not to exceed amount does not include costs for extraordinary services. In the event the Village requests extraordinary services noted above, GVHW will provide a written proposal of a fixed flat price or hourly rates for such services. Compensation does not include any fringe benefits, including participation in the Ohio Public Employees Retirement System (OPERS) or insurance. GVHW shall seek prior approval from the Village for billing any fees for outside experts, bond counsel or other legal services which GVHW cannot supply in-house. All bills must be sent to the Clerk of Council.

4. The term of this Legal Services Agreement begins on the date of execution by both parties and expires July 1, 2022. Upon mutual agreement, the term may be renewed for one year periods, commencing June 30, and ending July 1, of each subsequent year and billing rates may be renegotiated at the time of each renewal with an addendum approved by Council.

5. Whenever practicable, GVHW shall utilize Village resources to reduce expenses such as copies, mail, travel and communications while working on-site at the Village weekly. If unable to use in-house Village resources, GVHW may seek reimbursement of such expenses incurred on behalf of the Village, with any expense of more than \$500.00 requiring advance approval by the Village, including continuing legal education or training specific to municipal matters and computerized legal research services. The Village acknowledges the variable cost depends upon the nature of the education, training and/or research.

6. The President of Council or designee shall give GVHW direction on administrative matters. GVHW shall perform such legal activities for the Village as are expressly authorized by the Village Council, Council Members, the Village Manager, the Finance Director, Chief of Police and the Clerk of Council or their designees. Without specific instruction, GVHW is authorized to perform legal functions which are necessary or desirable for the welfare of the Village.

7. The Village and GVHW acknowledge that conflicts of interest between the Village and other GVHW clients may occur from time to time and agree that they will handle conflicts in the manner discussed here and pursuant to the Ohio Rules of Professional Conduct and applicable Ohio ethics laws. If GVHW has an existing client which needs legal representation in a matter involving the Village, the firm will advise Village Council of the matter with the client's written consent as to limited disclosure for resolution purposes and an acknowledgement that any written disclosure may constitute a public record. The Council may then determine, based on such disclosure, if GVHW may represent one or both of the parties with a conflict waiver, or if GVHW cannot represent either. If Council waives the conflict, the President of Council may execute a conflict waiver letter stipulating the waiver and any conditions Council requires for GVHW's continued representation in the matter. If the conflict cannot be waived, GVHW shall summarize the need to withdraw in writing to Council as well as the private client, while observing attorney-client privilege and other ethical obligations.

8. The Village Solicitor shall serve subject to the terms of the Village Charter, Ordinances and Resolutions and this Legal Services Agreement. As the Solicitor serves at will at Council's pleasure, during the term of this Legal Services Agreement, any member of Council may, at any Council meeting, move to terminate the services of the Village Solicitor.

Otherwise, this Agreement may be terminated by either party at any time for any reason by giving 45 days prior written notice of intent to terminate, but in the event the Village requires GVHW to continue to provide legal services for a period of more than 45 days GVHW may proceed with standard billing after exhausting any available carry-over balance rather than compensation as set forth in Section 3. Notwithstanding the Village's right to terminate, upon receipt of notice of termination, GVHW shall continue to provide appropriate legal services to the Village as required by ethical standards applicable to practicing lawyers in the State of Ohio.

9. Notices given by mail should be addressed as follows:

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

Breanne Parcels, Esq.
GVHW
202 N. Limestone St., Suite 100
Springfield, Ohio 45503

10. 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. This Agreement is the entire agreement between the parties and any modifications shall be agreed in writing by both parties.

In witness whereof, the parties have executed this Agreement effective _____.

The Village of Yellow Springs, Ohio

Gorman Veskauf Henson & Wineberg

By _____
President of Village Council

By _____
Breanne Parcels, Esq.