

**VILLAGE OF YELLOW SPRINGS, OHIO  
RESOLUTION 2022-50**

**APPOINTING AMELIA N. BLANKENSHIP, ESQ. OF FROST BROWN TODD 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 Amy Blankenship of Frost Brown Todd to serve as Village Solicitor,

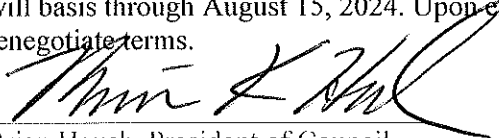
**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY  
RESOLVES THAT:**

Section 1. Amy Blankenship of Frost Brown Todd 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.

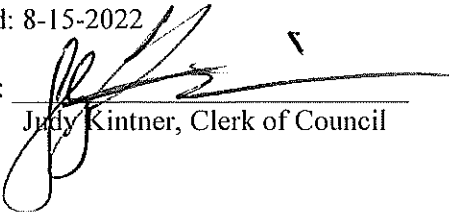
Section 2. The Village Solicitor shall be paid for ordinary and extraordinary services as provided in Attachment A, subject to annual budgetary review.

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 August 15, 2022 and the Village Solicitor shall serve on an at-will basis through August 15, 2024. Upon expiration of the term, Council has full discretion to choose to renew or renegotiate terms.

  
Brian Housh, President of Council

Passed: 8-15-2022

Attest:   
Judy Kintner, Clerk of Council

**ROLL CALL:**

Brian Housh \_\_Y\_\_

Kevin Stokes \_\_Y\_\_

Marianne MacQueen \_\_Y\_\_

Carmen Brown \_\_Y\_\_

Gavin Devore Leonard \_\_Y\_\_

**AGREEMENT BETWEEN THE VILLAGE OF YELLOW SPRINGS**  
**AND FROST BROWN TODD, LLC**  
**FOR SERVICES AS VILLAGE SOLICITOR**

This agreement for the services of Village Solicitor (“Agreement”) between the Village of Yellow Springs, an Ohio Municipal Corporation, (“Client”) and Amelia N. Blankenship with Frost Brown Todd, LLC.

**WITNESSETH:**

**WHEREAS**, the Client wishes to retain the services of Amelia Blankenship, Attorney at Law, (“Solicitor”) of the firm of Frost Brown Todd LLC (“Firm”) to serve as the Village Solicitor; and

**NOW, THEREFORE**, intending to be bound by this Agreement, the parties agree as follows:

**Routine Services**

The Solicitor and Client agree that the following legal services shall be classified as “Routine Services”:

- a. Attending one Council meeting per month to be selected by the Client’s Village Manager (the “Manager”).
- b. Attending one Planning Commission meeting per month.
- c. Drafting ordinances and resolutions arising in the normal course of municipal operation upon request of the Manager or Staff, or as requested by action of Client’s Village Council (“Council”).
- d. Drafting all other routine documents, legal memoranda, and legal opinions as requested by the Manager, Client’s Staff and/or Council subject to prior approval of the Manager.
- e. Providing legal advice relating to matters of public law to Client’s officials as necessary or upon request.
- f. Responding to Manager and Client’s Staff inquiries about legal matters.
- g. Reviewing, approving and/or preparing all contracts and legal documents.

### **Non-Routine Services**

The following legal services shall be classified as “Non-Routine Services”, and will be separately billed, at the then-current hourly rate.

- a. Labor and Employment: Legal services provided for labor counseling, collective bargaining negotiations, fact finding, and conciliation, grievance arbitration, charges of discrimination, and lawsuits related to labor and employment issues.
- b. Eminent Domain: All legal services associated with an appropriation case, including but not limited to written discovery, dispositions, mediation, and trial shall be billed separately as “Non-Routine Services” at hourly rates.
- c. Litigation: Litigation is not included within “Routine Services” and will be billed separately.
- d. Special Projects, including matters involving economic development: Subject to agreement of both parties, the Solicitor shall undertake special projects. Such special projects will be billed at the then-current hourly rate.
- e. Special Counsel: The Solicitor may utilize the services of other attorneys both within her firm and outside her firm as Assistant Village Solicitor, Prosecutor and/or Special Counsel, subject to the Manager’s prior approval as to individual cases, attorneys and fee arrangements.
- f. When Routine Services are to be Billed Separately: If any single project or matter exceeds 10 hours of attorney time, that project or matter will be considered a NonRoutine Service and will be billed separately on an hourly basis. This section applies to convert Routine Services to Non-Routine Services if the total time commitment is 10 hours or more.

### **Rates**

The cost of Routine Services shall be \$10,500.00 per month. Every two years this retainer amount will increase by 10%, with the first increase occurring in August of 2024. On the date of execution of this Agreement, the hourly blended rate applicable to Non-Routine Services is \$300.00 per hour. That rate is subject to periodic increases. All rate increases will be communicated to the Client two months prior to taking effect.

### **Term and Termination**

This Agreement shall take effect and be in force August 15, 2022 and shall have an initial term of two years, and thereafter will automatically renew each year subject to the terms contained herein.

However, at any point, the Solicitor may terminate this Agreement upon providing sixty (60) days' notice of its intent to terminate to the Client. The Client may terminate this Agreement at any time. In the event that either party should elect to terminate the relationship, fees and expenses incurred up to that point will be due.

### **Annual Review**

Council and the Manager shall perform an annual performance review with the Solicitor each year. The review shall take place no later than June 1<sup>st</sup> of each calendar year with the first review occurring in 2023. During the first year of this Agreement, the Solicitor and Manager shall meet in January 2023 to discuss whether the monthly Routine Services payment amount should be adjusted.

### **Miscellaneous Provisions**

- a. This Agreement is subject to the terms and conditions set forth in Attachment A which is attached hereto.
- b. The Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to its work for the Client. The Client hereby agrees to waive any present or future conflicts regarding the same. The Firm agrees, however, that the prospective consent to conflicting representation reflected in the preceding sentence shall not apply in any instances where, as the result of the Firm's representation of the Client, the Firm has obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of ours, could be used in any such other matter by such client to the material disadvantage of the Client and/or any of its individual officers or entities represented by those officers or agents. The Firm will notify the Client if a conflict arises.
- c. The Client recognizes that it is hiring Amelia Blankenship as Solicitor and the Firm to provide legal services to the Client. Accordingly, the Client also recognizes that the Solicitor's partners and associates will be assisting her from time to time as the Client's needs mandate. The Client, therefore, authorizes the Solicitor to engage the services of those partners, associates and other Firm personnel on the same basis that the Firm would afford to other clients, subject to the provisions above. The Client further recognizes that the compensation of those individuals in accordance with the terms of this Agreement is fair and reasonable. The Solicitor shall not receive any distributive share of the amounts paid by the Client for the services of these associates, partners and other Firm personnel under this Provision.
- d. The Client insures against certain risks which may inevitably result in litigation. It is agreed that the Solicitor and the Firm shall have responsibility for supervising these matters if handled by counsel other than the Firm designated by the insurance carriers and the Firm will charge to the Client for such supervision at the then-applicable rates for Non-Routine Services. The Client may request of its insurance carrier that the Firm be assigned to the matter covered by insurance.

e. In cases where the Solicitor and the Manager deem it appropriate for the Firm to represent the Client and/or its employees in matters where insurance coverage is available, the Firm and the Village agree that, for the duration of this Agreement, the Firm will perform those services in lieu of counsel normally appointed by the insurance carrier at the then-applicable Non-Routine Services rate, with the Client paying the difference between the hourly rate for legal services paid by the insurance carrier and the then-applicable Non-Routine Services rate.

f. No criminal matters are subject to this Agreement unless agreed to between the Firm and the Client.

g. The Solicitor and partners and employees of the Firm are independent contractors, not employees, of the Client, and are therefore not entitled to the benefits accorded to regular full-time Village employees.

h. In addition to charges for professional services as described above, the Solicitor may charge the Client for expenses incurred on its behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; messengers, couriers and postal services; expenses for computerized legal research and other automated services; and other business expenses as approved by the Client Manager. In addition, the Solicitor's services frequently require engaging the services of third parties on the Client's behalf. Generally, the Client will be asked to pay such third parties directly, provided that, whenever possible, the Manager shall approve in advance the third-party service provider, and the cost of those third party services. Where relatively small amounts of money are involved (as determined by the Manager), the Solicitor may advance payments to third parties and include them in her periodic bills. These smaller disbursements include the following types of expenses: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Solicitor pays to governmental or quasi-governmental agencies.

i. The Solicitor shall provide an estimated budget for the projected costs (or cost range) associated with potential litigation. The Client and the Solicitor acknowledge the uncertainty and volatility associated with such estimates, which are intended for use in the Client's budgeting and risk assessment purposes.

j. It shall be the responsibility of the Solicitor to pay for any and all municipal publications, services, updates, seminars, conferences, etc. that she or her office may utilize or attend on Client's behalf.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement.

**FROST BROWN TODD LLC**

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Amelia N. Blankenship, Village Solicitor

**VILLAGE OF YELLOW SPRINGS**

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Brian Housh, Council President

**CERTIFICATION OF FUNDS**

I hereby certify that the funds required to meet the Village's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

\_\_\_\_\_  
Josue Salmeron, Interim Finance Director

\_\_\_\_\_  
Date