

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2024-46**

**APPROVING A CONTRACT WITH AMELIA N. BLANKENSHIP FOR CONTINUED LEGAL
SERVICES TO THE VILLAGE OF YELLOW SPRINGS**

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, the current contract for legal services runs through July, 2024, necessitating a review of services and of the contract at this time; and,

WHEREAS, Council and key staff have participated in an evaluation of Ms. Blankenship's performance and have discussed options for legal services with Ms. Blankenship and have concluded that it is in the best interests of the Village as a whole to continue to retain the services of Ms. Blankenship,

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

Section 1. Amelia Blankenship shall continue to serve as Solicitor for the Village of Yellow Springs, Ohio, to perform such duties as provided for in the Charter and in a form substantially similar to those in the attached Exhibit A.

Section 2. The Village Manager for the Village of Yellow Springs is hereby authorized to execute the attached Agreement for Legal Services.

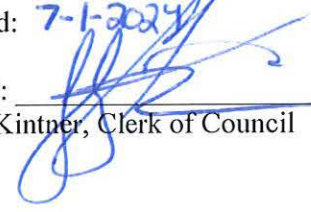


Gavin DeVore Leonard, Vice President of Council

Passed:

 7-1-2024

Attest:



Judy Kintner, Clerk of Council

ROLL CALL:

Kevin Stokes __Y__

Gavin DeVore Leonard __Y__

Carmen Brown __Y__

Brian Housh __Y__

Trish Gustafson __Y__

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT (the "Agreement"), is by and between the **VILLAGE OF YELLOW SPRINGS, OHIO** (hereinafter, the "Village"), acting by and through its Village Manager, Johnnie Burns, and **BRICKER GRAYDON LLP** (hereinafter, the "Firm"), acting by and through its Of Counsel, Amelia N. Blankenship, 2 East Mulberry Street, Lebanon, Ohio 45036 (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Village previously appointed Ms. Blankenship as the Village's Solicitor in 2022;

WHEREAS, Ms. Blankenship and the Village also previously retained the services of other partners and associates of the Firm to provide additional Solicitor-related legal services as determined by the Village and Ms. Blankenship, based upon the expertise required in a given matter;

WHEREAS, following two years of service by Ms. Blankenship as the Village's Solicitor upon the previously agreed-upon rates, the Parties have renegotiated the billing rates and structure by which Ms. Blankenship and the Firm will continue to provide Solicitor services to the Village moving forward;

NOW, THEREFORE, be it agreed by and between the Parties as follows:

I. SOLICITOR SERVICES FEES

- A. Ms. Blankenship specifically, and the Firm more generally, in consideration of the promises and agreements of the Village, promises and agrees to serve as the Village Solicitor and shall act in such capacity as the legal advisor to, and counsel for the Village and to all officers in matters relating to their official duties.
- B. The Village promises and agrees to retain Ms. Blankenship and the Firm during the period aforesaid, subject to the proper performance of the duties delineated herein, and to pay the Firm a blended hourly rate of \$275.00 per hour for all work, except for time subject to the Meeting Retainer, performed by Ms. Blankenship and other Firm attorneys, payable in monthly installments, plus reasonable expenses as determined by the Village Manager. Additionally, should the services of Firm paralegals, clerks or other non-attorney personnel be necessary, such services shall be charged at the standard rate charged by the Firm to other clients. After the first two years of this Agreement, the hourly rate is subject to periodic increases. All rate increases will be communicated to the Client two months prior to taking effect.
- C. The Village will pay \$2,250.00 per month to the Firm as a Meeting Retainer. The Meeting Retainer will cover two in-person meetings per month in the Village. Every year the Meeting Retainer will increase by 10%.

II. WORK NOT SUBJECT TO THE BLENDED RATE

The Parties also acknowledge the Village may, from time-to-time, engage the Firm for legal services that will not be subject to the \$275.00 an hour blended rate.

Specifically, economic development, construction, litigation, and environmental work will not be subject to the \$275.00 per hour blended rate.

III. INSURANCE DEFENSE

A. The Village insures against certain risks which may inevitably result in litigation. It is agreed that the Solicitor and Firm may assist the Village in supervising these matters if handled by counsel other than the Firm designated by the insurance carriers. When doing so, the Firm will charge the Village for such supervision at the rates provided above in section (II)(A). The Village may, at its discretion, request of its insurance carrier that the Firm be assigned to the matter covered by insurance.

B. In cases where the Village Solicitor and the Village Manager deem it appropriate for the Firm to represent the Village 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 a rate not to exceed \$275.00 per hour on a blended basis, with the Village paying the difference between the hourly rate for legal services paid by the insurance carrier and \$275.00 per hour on a blended basis together with any normal or customary expense charges which may be beyond charges directly authorized or paid by the carrier.

IV. CRIMINAL MATTERS

The Parties agree that the Village's criminal prosecution services are outside the scope of this Agreement and will continue to be handled separately from the Firm.

V. EMPLOYMENT OF PARTNERS AND ASSOCIATES

The Village recognizes that it has hired Ms. Blankenship as its Solicitor and the Firm to provide legal services to the Village. Accordingly, the Village also recognizes that the Village Solicitor's partners and associates will be assisting her from time to time as the Village's needs mandate. The Village, 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 Village further recognizes that the compensation of those individuals in accordance with the terms of this Agreement is fair and reasonable. The Village Solicitor shall not receive any distributive share of the amounts paid by the Village for the services of these associates, partners and other Firm personnel under this Provision.

VI. EFFECTIVE DATE & RENEWAL

This Agreement shall be effective from July 1, 2024 through June 30, 2026 and shall automatically renew thereafter, on a year-to-year-basis, unless otherwise cancelled by either Party pursuant to Section IX, below. The parties may alter or amend this Agreement in writing at any time, signed by the parties or their agent (Amelia Blankenship for the Firm and the Village Manager, or his/her designee, for the Village).

VII. CONFLICTS

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 Village. The Village 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 Village, 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 Village and/or any of its individual officers or entities represented by those officers or agents. The Firm will notify the Village if a conflict arises.

VIII. INDEPENDENT CONTRACTOR STATUS

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

IX. CANCELLATION

This Agreement may be cancelled by either party upon thirty (30) days written notice at the addresses listed above.

IN WITNESS WHEREOF, the Village of Yellow Springs, Ohio, acting through its authorized agent, Village Manager Johnnie Burns and the Firm acting through its authorized agent, Amelia N. Blankenship, hereunto subscribed their names, this ____ day of _____, 2024.

VILLAGE OF YELLOW SPRINGS, OHIO

BRICKER GRAYDON LLP

By: _____
Johnnie Burns, Village Manager

By: _____
Amelia N. Blankenship, Of Counsel

Approved as to form:

Stephen Smith, General Counsel