

## Resolution 2014-30

### A RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A CONTRACT WITH FROST BROWN TODD LLC FOR THE SERVICES OF A DIRECTOR OF LAW AND DECLARING AN EMERGENCY

WHEREAS, the Village of Minerva Park Code of Ordinances, Title 3 Section, Paragraph 31.35 (ordinance 08-94 dated 1-12-94) and Ohio Revised Code §733.48 provide for the provision of legal counsel for the Village; and

WHEREAS, the Village Council deems it necessary to provide legal counsel for the Village, such legal counsel to be known as the Director of Law;

NOW, THEREFORE, be it resolved by the Council of the Village of Minerva Park, Franklin County, State of Ohio, that:

Section 1. The Mayor and Fiscal Officer of the Village of Minerva Park are hereby authorized and directed to enter into an agreement on behalf of the Village in a form substantially similar to the agreement attached hereto as Exhibit A and incorporated herein by reference for legal counsel with Frost Brown Todd LLC [company], Gene Hollins [individual], as Village Director of Law.

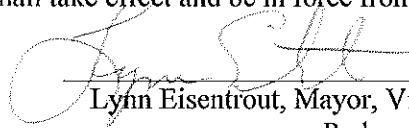
Section 2. The Director of Law will be duly licensed by the State of Ohio and shall perform such services for the Village as requested and approved by the Mayor and/or by the Village Council.

Section 3. The contract period is March 10, 2014 through December 31, 2015, and the charges will be \$3,000 per month to be billed monthly.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

Section 5. All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

Section 6. That this resolution is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the purpose of signing the contract that we have been operating under since March 2014; WHEREFORE, this resolution shall take effect and be in force from and after its passage.

  
\_\_\_\_\_  
Lynn Eisentrout, Mayor, Village of Minerva  
Park

First Reading: November 10, 2014  
Second Reading: Waived  
Third Reading: Waived  
Passed: November 10, 2014 as an emergency

**Resolution 2014-30**

*Wade Steen*

Attest Wade Steen, Fiscal Officer,  
Village of Minerva Park

*James S.*

Reviewed by Counsel

*Approved as to  
Form*

**AGREEMENT BETWEEN THE VILLAGE OF MINERVA PARK  
AND FROST BROWN TODD LLC  
FOR LEGAL SERVICES**

This contract for the services between the Village of Minerva Park, an Ohio Municipal Corporation, ("Minerva Park") and Frost Brown Todd LLC, ("FBT") effective this the 1<sup>st</sup> day of March 2014.

**WITNESSETH:**

**WHEREAS**, Minerva Park wishes to engage FBT to perform general legal services for a two (2) year term.

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

1. **Routine Services.** Except as otherwise provided herein, Minerva Park agrees to pay Three Thousand Dollars (\$3,000.00) per month and FBT agrees to provide the following Routine Services:
  - a. Attending all regular and special Council meetings.
  - b. Attend other board and commission meetings upon the request of the Mayor.
  - c. Draft and/or revise ordinances and resolutions upon request of the Clerk of Council or Mayor.
  - d. Draft routine legal memoranda as requested by the Mayor, staff and/or Council.
  - e. Provide legal advice to City officials as necessary.
  - f. Respond to Mayor and staff inquiries.
  - g. Attend meetings and discussions with City, County, State and Federal officials and other governmental officials.
  - h. Attend meetings with the development community and staff.
  - i. Review and approve all contracts, ordinances, resolutions and any other written documents.

Minerva Park hereby designates Eugene L. Hollins, an attorney with FBT the Village Solicitor, who shall be the primarily responsible attorney and contact person for Minerva Park.

Minerva Park shall reimburse FBT for any and all reasonable costs and expenses incurred by FBT on behalf of Minerva Park.

2. **Complex Litigation.** Complex litigation is defined as major litigation that involves, for example purposes only, significant written or oral discovery, significant motion practice, and attendance at evidentiary hearings before a judge and/or a jury. Complex litigation shall also include Ohio Revised Code Chapter 2506 appeals. The Mayor shall pre-approve rates for complex litigation prior to FBT commencing work on any individual matter. The fee arrangement set for the below in "Additional Projects" shall also apply to "Complex Litigation."
3. **Term.** This Agreement shall take effect and be in force from March 10, 2014 through December 31, 2015. However, either Party may terminate this Agreement upon providing thirty (30) days' prior notice of its intent to terminate to the other Party. Subject to the appropriation of funds by City Council, this Agreement shall be automatically renewed for a one (1) year period, unless thirty (30) days' prior notice is provided prior to the date of expiration. If the Agreement is automatically renewed, all rates set forth in this Agreement shall be increased by five percent (5%).
4. **Miscellaneous Provisions.**
  - a. **Additional Projects.** Subject to agreement of both Parties, FBT may undertake Additional Projects which are outside of the scope of Routine Services on a flat fee or hourly basis as agreed upon by the Mayor and the Village Solicitor.
  - b. **Applicable Laws.** FBT shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.
  - c. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following address:

If to Minerva Park:  
Mayor Lynn Eisentrout  
Village of Minerva Park  
2829 Minerva Lake Road  
Columbus, Ohio 43231

If to FBT:  
Eugene L. Hollins, Esq.  
Frost Brown Todd, LLC  
10 W. Broad

Columbus, OH 43215

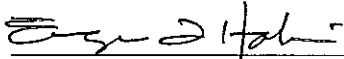
- d. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- e. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- f. **Parties in Interest.** This Agreement is enforceable only by FBT and Minerva Park. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of FBT's personnel assigned to Minerva Park's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- g. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.
- i. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.
- j. **Independent Contractor Status.** The Parties agree that services hereunder are provided by an independent contractor, and that no contributions will be made to the public employees retirement system for the services, as addressed in Section 145.038, Ohio Revised Code. This

Agreement is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42 (B).

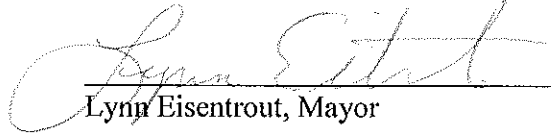
IN WITNESS WHEREOF, the Parties have executed this Agreement.

**FROST BROWN TODD LLC**

**VILLAGE OF MINERVA PARK**



\_\_\_\_\_  
Eugene L. Hollins, Partner



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Lynn Eisentrout, Mayor

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