

**RESOLUTION NO. 2015- 29-L&R**

**A RESOLUTION AFFIRMING THE APPOINTMENT OF WOOD & LAMPING LLP AS  
LEGAL COUNSEL**

**WHEREAS**, Section 5.02 of the Charter of the Village of Greenhills provides that the Law Director shall be appointed by Council, and

**WHEREAS**, Section 5.02 further provides that Council shall have the right to select additional legal counsel; and

**WHEREAS**, Council desires to continue with the law firm of Wood & Lamping to provide legal services related to the functions of the Law Director;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Greenhills, Ohio.

**SECTION 1.**

That Wood & Lamping LLP, shall continue to provide legal services related to the functions of the Law Director, pursuant to the attached Agreement.

**SECTION 2.**

That this resolution is and shall be effective from and after the earliest period allowed by law.

Passed this 22<sup>nd</sup> day of September, 2015

Glenn Drees, MAYOR PRO TEM

Kathryn L. Lives, CLERK OF COUNCIL /s/

**AGREEMENT ESTABLISHING COMPENSATION FOR  
LEGAL SERVICES OF LAW DIRECTOR AND WOOD & LAMPING LLP  
FOR THE PERIOD BEGINNING OCTOBER 1 OCTOBER 2015, THROUGH JUNE 30,  
2016 AND SUCCESSIVE ONE YEAR PERIODS**

This Agreement is entered into by and between the Village of Greenhills, Ohio, 11000 Winton Road, Greenhills, Ohio 45218, hereinafter called "Village", and Jeffrey D. Forbes and the law firm of Wood & Lamping LLP, 600 Vine St., Suite 2500, Cincinnati, Ohio 45202, hereinafter called "Law Director."

WITNESSETH:

**WHEREAS**, Jeffrey D. Forbes is by reason of training and experience capable of acting as the legal adviser, attorney, and counsel for the Village and for all offices, departments, divisions, bureaus, boards, commissions and bodies of the Village in connection with Village affairs; and

**WHEREAS**, the Village desires to appoint and retain Jeffrey D. Forbes and the law firm of Wood & Lamping LLP as the Law Director who shall serve at the pleasure of Council.

**NOW, THEREFORE**, pursuant to the above recitals, and for other good and valuable consideration, the parties agree as follows:

**A. RETAINER PAYMENTS**

1. Effective October 1, 2015, a retainer payment in the amount of Seven Thousand Five Hundred Dollars (\$7500.00) shall be made to the law firm of Wood & Lamping LLP, payable on a monthly basis, upon presentation of a general invoice. The Retainer Payment shall be considered payment for services as described below:
  - a. Attendance, including travel time, at regularly scheduled Council Meetings, including up to one (1) hour work sessions prior to any regular Council meeting at the request of the Mayor, any Council member, or the Municipal Manager.
  - b. Drafting and/or reviewing any ordinances or resolutions requested by the Mayor, Council members, or Municipal Manager.
  - c. Wood & Lamping LLP shall not be responsible for any prosecution services related to Greenhills Mayor's Court or any appeals or transfers therefrom.

2. Effective October 1, 2016, said retainer payment shall be Nine Thousand Dollars (\$9,000.00). Effective October 1, 2017, said retainer payment shall be Eleven Thousand Dollars (\$11,000.00).

**B. ADDITIONAL LEGAL SERVICES**

1. Effective October 1, 2015, an hourly rate of One Hundred Fifty dollars (\$150.00) will be paid on a monthly basis for the performance of all additional legal services upon presentation of an invoice which provides sufficient detail as to the services rendered and the hours expended such that the Mayor, Council members, and the Municipal Manager may understand and evaluate those matters from time to time. Such Additional Legal Services include, but are not limited to, research assignments, drafting legal opinions, telephone calls related to Village business, attending any special Council meetings or meetings of any Village Board or Commission, such as Planning Commission or Zoning Board of Appeals, and prosecution services for cases that continue beyond Hamilton County Municipal Court. It is understood that the hourly rate for Additional Legal Services includes travel time and shall be billed in fifteen (15) minute increments.
2. Additional Legal Services shall also include any litigation and administrative appeals at the same hourly rate.
3. Jeffrey D. Forbes, as Law Director, shall be responsible for the performance of all Additional Legal Services. While other legal professionals within the law firm of Wood & Lamping LLP may render performance of these duties, the Law Director shall retain ultimate and final responsibility for the rendering of these services. In any such matters so assigned, the Law Director shall retain ultimate responsibility and shall inform Council of the status of all legal services and matters on a periodic basis, as needed.
4. Effective October 1, 2016, said hourly rate shall be One Hundred Sixty Dollars (\$160.00). Effective October 1, 2017, said hourly rate shall be One Hundred Seventy Dollars (170.00).

**C. ADDITIONAL PROVISIONS**

1. Reasonable reimbursement shall be made for expenses incurred during and in support of any legal services contemplated herein under. These shall include, but not be limited to, court costs, costs of litigation, mileage and such other pertinent expenses, costs and fees. However, no expenses for mileage shall be paid for travel to or from law offices of attorneys and the municipal building or other locations when the purpose of the travel is

to attend any regularly scheduled Council meeting or session of Mayor's Court for which compensation is to be made under the Retainer Payment.

2. Jeffrey D. Forbes and the law firm of Wood & Lamping LLP shall serve as independent contractors and shall not be entitled to any other benefits afforded to Village employees.
3. Council may at any time amend or modify the aforesaid terms for compensation for legal services, provided, however, that such amendments or modifications shall be mutually agreed to by the Law Director and shall not become effective sooner than thirty days subsequent to the adoption of such legislation.
4. Council may at any time terminate this agreement for any reasons whatsoever with thirty (30 days written notice to Wood & Lamping.

**VILLAGE OF GREENHILLS:**

**LAW DIRECTOR:**

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Evonne Kovach  
Municipal Manager

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Jeffrey D. Forbes  
On behalf of Wood & Lamping LLP