

## RESOLUTION 2015- 23

### A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A CONTRACT WITH FROST BROWN TODD, LLC ATTORNEYS FOR PREPARATION OF AN EMPLOYEE MANUAL AND DECLARING AN EMERGENCY

**WHEREAS,** The Village of Minerva Park is in need of an Employee Handbook; and

**WHEREAS,** The purpose of the handbook is to acquaint employees with employment in the Village and communicate the basic employment policies of the Village about the workplace and what is expected of employees; and

**WHEREAS,** The Village of Minerva Park wishes to engage Frost Brown, Todd, LLC to prepare the Employee Handbook.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF MINERVA PARK, OHIO, THAT:**

**Section 1.** The Mayor and Fiscal Officer are hereby authorized and directed to enter into a contract with Frost, Brown, Todd, LLC attached hereto as Exhibit A and incorporated herein by reference.

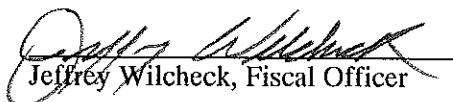
**Section 2.** The cost of the services in preparation of the Employee Handbook shall not exceed \$5,100.

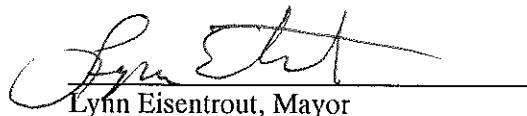
**Section 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

**Section 4.** Council declares this to be an emergency measure necessary for the health, safety and welfare of the residents of Minerva Park, such emergency arising out of the immediate need to have the policies required by Federal and State law in existence and communicated to the employees of the Village. WHEREFORE, this Resolution shall take effect and shall be in force immediately upon passage by Council.

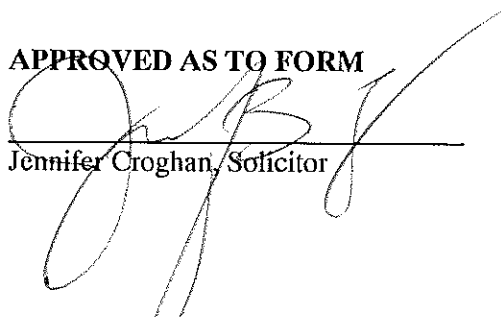
First Reading: June 8, 2015  
Second Reading: Waived  
Third Reading: Waived  
Passed: June 8, 2015

**ATTESTS**

  
Jeffrey Wilcheck, Fiscal Officer

  
Lynn Eisentrout, Mayor

**APPROVED AS TO FORM**

  
Jennifer Croghan, Solicitor



**Anne E. McNab**  
Associate  
614.559.7203 (t)  
614.464.1737 (f)  
amcnab@fbtlaw.com

June 1, 2015

**VIA E-MAIL: MAYOR@MINERVAPARK.ORG & FISCAL@MINERVAPARK.ORG  
& REGULAR U.S. MAIL**

The Honorable Lynn Eisentrout, Mayor  
Jeff Wilcheck, Fiscal Officer  
**VILLAGE OF MINERVA PARK**  
2829 Minerva Lake Road  
Columbus, OH 43231

**RE: Engagement Letter**

Dear Mayor Eisentrout and Mr. Wilcheck:

We are pleased that you have asked Frost Brown Todd to serve as your counsel in this matter. This letter will confirm Jennifer Croghan's discussion with you regarding your engagement of our firm and will describe the basis upon which our firm will provide legal services to you. Accordingly, we submit for your approval the following provisions governing our engagement. If you agree, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

Client; Scope of Representation. Our client in this matter will be the Village of Minerva Park ("you" or the "Client"). We will be engaged to advise you in connection with the preparation of an Employee Manual and related consultations, to wit: (1) all time spent drafting and revising the employee manual; (2) 1, two-hour initial consultation regarding the employee manual; and (3) 2, four-hour consultations to answer questions and give advice relating to the employee manual. You may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future matter this will confirm that our representation of you is limited to the foregoing matter and will end when it is concluded.

Fees. A \$4,000 flat fee is to be paid at the conclusion of the services rendered. In the event you require additional consultations beyond those listed above, any such additional time will be billed at Attorney Anne McNab's rate of \$210 per hour.

The Honorable Lynn Eisentrout, Mayor  
Jeff Wilcheck, Fiscal Officer  
**VILLAGE OF MINERVA PARK**  
June 1, 2015  
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Consent to Future Conflicts. You are aware that our firm is a relatively large law firm and represents many other companies and individuals. Some may be direct competitors of yours or otherwise may have business or legal interests that are contrary to your interests. It is therefore possible that during the time we are working for you, an existing or future client may seek our assistance in connection with a transaction, pending or potential litigation, or another matter or proceeding in which such a client's interests are, or potentially may become, adverse to your interests. This can create situations where work for one client on a matter might preclude us from assisting other clients on unrelated matters.

To avoid the potential for this kind of restriction on our practice, we ask you to agree, and you hereby do agree, that Frost Brown Todd may continue to represent, or may undertake in the future to represent, any existing or future client in any matter (including but not limited to transactions, litigation or other dispute resolution proceedings), even if the interests of that client in the other matter are directly adverse to the interests of Village of Minerva Park, as long as that other matter is not substantially related to this or our firm's other engagements on behalf of the Village of Minerva Park. We do not, however, intend for you to waive your right to have our firm maintain the confidentiality of client information obtained by us in the course of representing you. Thus, if our representation of another client in a matter is directly adverse to you, our lawyers who have had significant involvement in our work for you will not work on the matter for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning you which we acquire as a result of representing you will not be made available to lawyers or others in our firm involved in such matter. You are hereby advised, and have had the opportunity, to consult with other counsel about this prospective waiver. You also understand and acknowledge that, in the course of our representation of other clients pursuant to this prospective waiver, we may obtain confidential information of interest to you that we cannot share with you.

ABA Statement of Policy. We wish to inform you, and then you acknowledge, that it is our firm's policy to comply strictly with the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

Additional Standard Terms. Our engagement is also subject to the policies included in the enclosed memorandum.

We appreciate the opportunity to represent you. Please return a signed copy of this letter to me in the enclosed envelope to confirm that these terms of our engagement are acceptable to you. Our representation of you will commence upon your acceptance of the terms of our engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above and attached.

## FROST BROWN TODD LLC

### ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS

1. Expenses. Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as court costs, charges for computerized research services and hard copy document reproductions, long distance telephone, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas may also include our related administrative expenses.

2. Monthly Statements. Unless a different billing period is agreed upon with the Client, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. Advance Payments. Any advance payment to be paid by the Client will normally be less than the Firm's ultimate fees and expenses. Such a payment or series of payments is not intended as a limitation upon the Firm's fees and expenses. The Firm may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this engagement.

4. Litigation Matters. If this engagement involves litigation, the Client may be required to pay the opposing party's trial costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case.

5. Insurance Coverage. Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter), we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

6. Termination. The Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Client reasonable notice to arrange alternative representation. In the event that either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us. Upon payment to

us of any balance due for fees and expenses, we will return to the Client, or to whomever the Client directs, any property or papers of the Client in our possession.

7. Withdrawal. Under the rules of professional conduct by which we are governed, we may withdraw from our representation of the Client in the event of, for example: nonpayment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by the Client contrary to our advice; and in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.

8. Post-Engagement Services. The Client is engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments.

9. Retention and Disposition of Documents. At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation in the matter described above, although the firm reserves the right to retain copies of any such documents as it deems appropriate. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client, that are retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us *within a reasonable time after the termination of the engagement* without further notice to the Client.

10. Parent/Subsidiary/Affiliate Relationships. The Client may be a subsidiary of a parent organization or may itself have subsidiary or affiliated organizations. The Client agrees that the Firm's representation of the Client in this matter does not give rise to an attorney-client relationship between the Firm and any parent, subsidiary or affiliate of the Client (any of them being referred to as "Affiliate"). The Firm, during the course of its representation of the Client, will not be given any confidential information regarding any of the Client's Affiliates. Accordingly, representation of the Client in this matter will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of the Client's Affiliates.

11. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. The firm has several in-house ethics counsel who assist the firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the firm's interest, that in the event

that issues arise during a representation about our duties and obligations as lawyers, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm's counsel (either the firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the Client shall not, thereby, waive any attorney-client privilege that the firm may have to protect the confidentiality of our communications with our internal or outside counsel.

12. Retirement Plan Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain "covered service providers" must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a "covered service provider," there are some situations in which it might be. A description of the disclosures required in those situations can be located at [www.dol.gov/ebsa/newsroom/fs408b2finalreg.html](http://www.dol.gov/ebsa/newsroom/fs408b2finalreg.html).

13. Authorization. By the Client's agreement to these terms of our representation, the Client authorizes us to take any and all action we deem advisable on the Client's behalf on this matter. We will, whenever possible, discuss with the Client in advance any significant actions we intend to take.

The Honorable Lynn Eisentrout, Mayor  
Jeff Wilcheck, Fiscal Officer  
**VILLAGE OF MINERVA PARK**  
June 1, 2015  
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We look forward very much to working with you on this matter.

Sincerely,  
**FROST BROWN TODD LLC**

*Anne E. McNab*  
Anne E. McNab

AEM/jkf  
Enclosures

The foregoing is understood and accepted:

**THE VILLAGE OF MINERVA PARK**

By: *Lynn Eisentrout*  
Lynn Lynn/Eisentrout, Mayor

By: *Jeff Wilcheck*  
Jeff Wilcheck, Fiscal Officer

Fiscal Officer Certification

It is hereby certified that the amount of \$4,000 required to meet the contract, agreement, obligation, or expenditure for the about, has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the General fund(s) free from any obligation or certificate now outstanding.

*Jeff Wilcheck*  
Jeffrey Wilcheck, Fiscal Officer

*6/9/2015*  
Date