

RESOLUTION NO. 57-2023

Resolution Appointing Scott D. Phillips as Township Law Director Pursuant to Ohio Revised Code Section 504.15

WHEREAS, pursuant to ORC Section 504.15, the Board of Trustees is required to appoint a full-time or part-time Law Director; and

WHEREAS, ORC Section 504.151 provides that the Township Law Director may appoint other persons who are employed by the Township Law Director in the private practice of law to assist in carrying out the duties of Law Director; and

WHEREAS, the Township wishes to retain the services of Scott D. Phillips, Attorney at Law, of the firm of Frost Brown Todd LLC to serve as the Township Law Director; and

WHEREAS, in connection with the services of Scott D. Phillips serving as the Township Law Director, the Township also wishes to retain the services of other members of the Firm to provide additional legal services as determined by the Township and Mr. Phillips based upon the expertise required in a given matter; and,

WHEREAS, Frost Brown Todd LLC and Scott Phillips have substantial knowledge, experience and expertise representing public bodies, governments, and public agencies, and are well qualified to perform such services; and; and

WHEREAS, the services to be provided by the Firm and Scott D. Phillips, are professional and non-competitive in nature;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of West Chester Township, Butler County, Ohio that:

Section 1. Scott Phillips is hereby appointed and retained pursuant to ORC Section 504.15 as the Township Law Director who shall serve in such capacity pursuant to the terms of the "Agreement for Professional Services" attached hereto and incorporated as Exhibit "A".

Section 2. The Board authorizes and directs the Township Administrator to enter into an Agreement for Professional Services with Scott D. Phillips, which agreement fully defines the terms and conditions upon which Scott D. Phillips shall serve as Law Director.

- Section 3.** The Board authorizes and directs the Township Fiscal Officer to expend such funds in accordance with the terms as set forth in the contract.

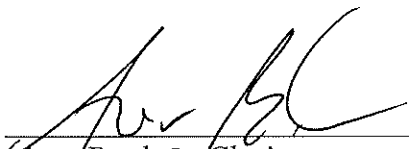

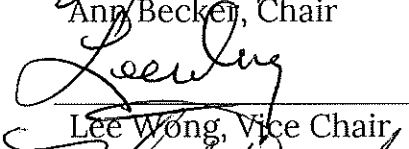
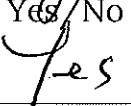
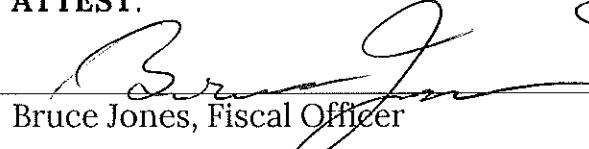
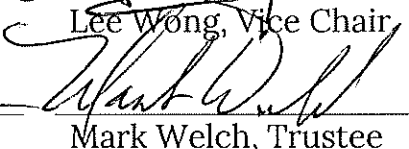
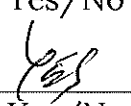
- Section 4.** Upon majority vote, the Board dispenses with the requirement that this Resolution be read on two separate days and authorizes the adoption of this Resolution upon its first reading.

- Section 5.** It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

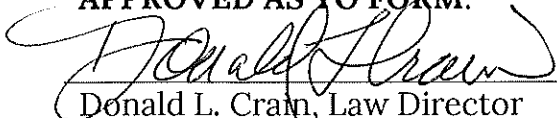
- Section 6.** That this Resolution shall take effect at the earliest date permitted by law upon its adoption.

Adopted this 19th day of December, 2023.

ATTEST:

	 <hr/> Ann Becker, Chair	 <hr/> Yes/No
	 <hr/> Lee Wong, Vice Chair	 <hr/> Yes/No
 <hr/> Bruce Jones, Fiscal Officer	 <hr/> Mark Welch, Trustee	 <hr/> Yes/No

APPROVED AS TO FORM:



 Donald L. Cram, Law Director

EXHIBIT "A"

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT, by and between WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO (hereinafter "Township"), acting by and through its Township Administrator, Larry D. Burks, 9113 Cincinnati-Dayton Road, West Chester, Ohio 45069, and FROST BROWN TODD LLC (hereinafter "Firm"), acting by and through its Member, Scott D. Phillips, Frost Brown Todd LLC, 9277 Centre Pointe Drive, Suite 300, West Chester, Ohio 45069.

WITNESSETH:

WHEREAS, the Township wishes to retain the services of Scott D. Phillips, Attorney at Law, of the firm of Frost Brown Todd LLC to serve as the Township Law Director; and

WHEREAS, in connection with the services of Scott D. Phillips serving as the Township Law Director, the Township also wishes to retain the services of other members of the Firm to provide additional legal services as determined by the Township and Mr. Phillips based upon the expertise required in a given matter; and,

WHEREAS, the Firm and Scott D. Phillips have substantial knowledge, experience and expertise representing public bodies, governments, and public agencies, and are well qualified to perform such services; and

WHEREAS, the services to be provided by the Firm and Scott D. Phillips, are professional and non-competitive in nature;

NOW, THEREFORE, BE IT AGREED by and between the Township and Scott D. Phillips and the Firm as follows:

I. **General Services.**

A. **Township Law Director.** The Firm and Scott D. Phillips, through the services of Scott D. Phillips, under the direction and at the request of the Township Administrator and the Board of Trustees will provide the Township with general legal services as required by law. Such services shall include, but are not limited to:

1. Attendance at regular and special Trustee meetings and provision of legal direction on such matters that arise at Trustee meetings;
2. Overall supervision of legal services provided to the Township. Coordination of legal needs with the Board of Trustees and Administration;

3. Preparation of most resolutions required for Trustee meetings and review of resolutions prepared by the Administration;
 4. Attendance at various administrative meetings as requested by the Township or its Township Administrator;
 5. On-call availability to the Board of Trustees, Township Administrator and Police Department Administration to give immediate legal advice, day or night;
 6. Review of any contracts for services or purchases for legal form and content; and,
 7. Provide any and all other legal advice, as requested or referred by the Township Administrator or the President of the Board of Trustees subject to the provisions below.
- B. Criminal Matters. No criminal matters are subject to this Agreement and are the sole province of the Butler County Prosecutor's office.
- C. Fees. The Firm's charges for the provision of the services of the Township Law Director and other partners, associates, counsel and staff attorneys shall be at a flat rate of \$330.00 per hour (except for public finance matters that will be billed at a separately negotiated rate), payable in monthly installments, plus reasonable expenses as determined by the Township Administrator, effective January 1, 2024 through December 31, 2025. In addition, should the services of Firm paralegals, clerks or other non-attorney personnel be necessary, such charges will be at the standard rate charged by the Firm to other clients.
- D. Billing. The Firm will bill for each month within 15 days after the completion of the month.
- II. Zoning Legal Services. The Township Law Director and West Chester Township agree that zoning matters are covered services hereunder and the Law Director and the Firm will have legal responsibility to approve, review or supervise the services expressly requested by the Township Administrator or the Board of Trustees, and such matters referred to the Township Law Director.

III. Insurance Defense Litigation.

- A. West Chester Township, Butler County, Ohio insures against certain risks which may inevitably result in litigation. It is agreed that the Law Director and the Firm shall have responsibility for supervising these matters if handled by counsel designated by the insurance carriers and that such time may be charged to West Chester Township under paragraph I, above.
- B. In cases where the Township Law Director and the Township Administrator deem it appropriate for the Firm to represent the Township and/or its employees in matters where insurance coverage is available, the Firm and the Township 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 the applicable hourly rate set forth above in paragraph I., with the Township paying the difference between the hourly rate for legal services paid by the insurance carrier and the Township's applicable hourly rate set forth in above paragraph I, together with any normal or customary expense charges which may be beyond charges directly authorized or paid by the carrier.

IV. Public Finance Matters. Should the Township use the services of the Firm for such matters, the Firm reserves the right to charge for services on other than an hourly basis consistent with practices in the industry. For such matters to be billed hourly, the Firm may charge an additional \$50.00 over and above the established rate herein to account for additional insurance coverage.

V. Employment of Associates. The Township recognizes that it is hiring Scott D. Phillips as Law Director and the Firm to provide legal services to the Township. Accordingly, the Township also recognizes that the Township Law Director's members and associates will be assisting him from time to time as the Township's needs mandate. The Township, therefore, authorizes the Law Director 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 Township further recognizes that the compensation of those individuals in accordance with the terms of this Agreement is fair and reasonable. The Township Law Director shall not receive any distributive share of the amounts paid by the Township for the services of these associates, partners and other Firm personnel under this Provision.

VI. Effective Date. This Agreement shall be effective from January 1, 2024 through December 31, 2025 and from year to year thereafter if written notice of cancellation is not served by one party on the other within 30 days of December 1. The parties may alter or amend this Agreement in writing signed by the parties or their agent Scott D. Phillips for the Firm and Larry D. Burks, or his designee for West Chester Township, Butler County, Ohio.

- VII. Term of Township Law Director. Pursuant to appointment by the Township Trustees, Mr. Scott D. Phillips has been appointed Township Law Director for an indefinite term.
- VIII. 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 Township. The Township hereby agrees to waive any present or future conflicts regarding the same or to seek independent or special counsel in matters where the Township does not consent to a waiver. 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 Township, 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 Township and/or any of its individual officers or entities represented by those officers or agents.
- IX. Independent Contractor Status. The Township Law Director and partners and employees of the Firm are independent contractors, not employees, of the Township, and are therefore not entitled to the benefits accorded to regular full-time Township employees.
- X. Cancellation. This Agreement may be cancelled by either party upon thirty (30) days written notice at the addresses listed above.

IN WITNESS WHEREOF, West Chester Township, Butler County, Ohio, acting through its Township Administrator, Larry D. Burks, and Frost Brown Todd LLC, acting through its authorized agent, Scott D. Phillips, hereunto subscribed their names, this ____ 21st ____ day of December, 2023.

WEST CHESTER TOWNSHIP,
BUTLER COUNTY, OHIO

By: 

Larry D. Burks, Township Administrator

FROST BROWN TODD LLC

By: 

Scott D. Phillips, Township Law Director