

RECORD OF RESOLUTIONS

Resolution No. 44-2025

Passed: November 25, 2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE, TO ENTER INTO, AND TO EXECUTE A LEGAL SERVICES AGREEMENT WITH COOLIDGE WALL CO., L.P.A.

WHEREAS, the City of West Carrollton's in-house law director is retiring at the end of 2025; and

WHEREAS, the City desires to retain Coolidge Wall Co., L.P.A. for general legal services; and

WHEREAS, the City desires to name Joshua R. Lounsbury, an attorney with Coolidge Wall Co., L.P.A., as Law Director for the City of West Carrollton effective January 1, 2026; and

WHEREAS, the City may, through Joshua Lounsbury, engage other Coolidge Wall attorneys and staff members to assist and provide legal services to the City; and

WHEREAS, the City of West Carrollton will hire an Assistant Part-Time Prosecutor who will report to Joshua Lounsbury; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, MONTGOMERY COUNTY, OHIO:

Section 1. The City Manager is hereby authorized to negotiate, to enter into, and to execute the legal services agreement with Coolidge Wall Co., L.P.A., as Attachment A in substantially the form as attached hereto and made a part hereof; with any changes or amendments thereto not inconsistent with this Resolution and said changes or amendments will not alter the material terms of the Agreement nor adversely impact the City as determined by the City Manager.

Section 2. It is hereby found and determined that all formal actions of Council concerning and relating to the passage of this resolution were adopted in an open meeting of Council, and that all deliberations of 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, including R.C. Section 121.22.

Section 3. This resolution shall be effective immediately upon passage or at the earliest time as allowed by law.

Passed: November 25, 2025

Attest: Gray Moore
Clerk of Council

Argie Fyman
Mayor
Deputy

Effective Date: November 25, 2025

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of November 2025 by and between the City of West Carrollton ("City"), whose address is 300 E. Central Avenue, West Carrollton, Ohio 45449 and Coolidge Wall Co., L.P.A. (the "Firm"), whose address is 33 West First Street, Suite 200, Dayton, Ohio 45402.

WHEREAS, the City desires to retain Joshua R. Lounsbury and the Firm to provide legal services to the City of West Carrollton commencing on January 1, 2026; and

WHEREAS, the City desires to name Joshua R. Lounsbury, an attorney with the Firm, as Law Director for the City of West Carrollton effective January 1, 2026; and

WHEREAS, the City further authorizes Joshua R. Lounsbury to engage other Firm attorneys and staff members to assist and provide legal services to the City; and

WHEREAS, the Firm desires to provide legal services and authorize Joshua R. Lounsbury to be named Law Director for the City in accordance with the terms outlined herein.

NOW, THEREFORE, the parties agree as follows:

1. The cost of services shall be One Hundred and Eighty-Five Dollars (\$185.00) per hour for work performed by Joshua R. Lounsbury and the Firm, its attorneys, paralegals and staff starting January 1, 2026.
2. The City will engage an attorney to serve as Assistant to the Law Director, who will prosecute for the City.
3. Joshua R. Lounsbury and the firm attorneys, paralegals and staff are independent contractors and not employees of the City, and therefore are not entitled to the benefits according to City's employees.
4. In addition to charges for professional services, the City may be charged expenses incurred on its behalf. These expenses may include but are not limited to the following examples: large project duplication and binding of documents, messengers, couriers, and postal services; and other business expenses as approved by the City Manager. In addition, the Law Director may from time to time be required to engage the services of third parties on the City's behalf.

Generally, the City will be asked to pay for third party services directly, provided that whenever possible, the City Manager shall approve in advance the third-party provider and the cost of such services. When relatively small amounts of money are involved, advance payments to third parties may be made by the Firm and included in monthly bills. In the event special legal counsel is necessary due to a conflict of interest(s), the need for specialized representation or other reasons as determined by City Council or City Manager, City Council shall approve the retention of special legal counsel by Resolution or other lawful process.

5. The City shall not be responsible for the Firm's purchase of any municipal publications, Firm employees' attendance at seminars and conferences unless specifically authorized by the City Manager.
6. The Firm will provide monthly itemized billing subject to the Firm's standard billing terms. Timekeepers are expected to bill time for services performed in quarter of an hour increments.
7. Joshua R. Lounsbury once appointed shall serve as Law Director as provided in Section 7.10 of the City Charter. The Firm may terminate this Agreement upon providing sixty (60) days written notice of the intention to terminate. In the event, either party elects to terminate the relationship, fees and expense incurred up to the date of termination will be due and payable.
8. This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions stated is accepted as of the later date this document is signed by both parties.

City of West Carrollton

Coolidge Wall Co., LPA

By _____

By _____

Rick Barnhart, Mayor

Joshua R. Lounsbury, Esq.
Shareholder

Fiscal Officer's Certification

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