

**RESOLUTION NO. 2015-24-S&S**

**RESOLUTION AUTHORIZING THE MUNICIPAL MANAGER TO SIGN A LETTER OF ENGAGEMENT WITH EASTMAN & SMITH REGARDING THE SOUTHWEST OHIO REGIONAL SOLID WASTE CONSORTIUM**

**WHEREAS,** the Village of Greenhills is participating in a regional solid waste consortium with other municipalities and coordinated by the Center for Local Government (CLG) to obtain affordable and effective solid waste and recyclable material collection services, and

**WHEREAS,** legal services have been provided to the consortium by Eastman & Smith LTD in the past and it is desirable for Eastman & Smith to continue to provide services to the consortium, and

**WHEREAS,** each community participating in the consortium is being asked to acknowledge the role of Eastman & Smith in this process via the attached Letter of Engagement, said letter having been reviewed and approved by the Village Solicitor;

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

**SECTION 1.**

That the Municipal Manager is hereby authorized to sign the attached Letter of Engagement on behalf of the Village of Greenhills.

**SECTION 2.**

That this resolution shall take effect and be in full force from and after its passage.

Passed this 28th day of July, 2015.

David Moore, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL /s/

# EASTMAN & SMITH LTD.

ATTORNEYS AT LAW

*Established 1844*

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July 21, 2015

Village of Greenhills  
11000 Winton Road  
Greenhills, Ohio 45218-1198

Re: **Our File No: S4241-206668**

To Whom It May Concern:

Eastman & Smith Ltd. has been engaged by the Center for Local Government ("CLG") to assist with the development of bid documents designed to obtain affordable and effective solid waste and recyclable material collection for communities participating in a regional solid waste consortium ("Consortium"). We understand that the Village of Greenhills intends to participate in the Consortium, and as such will utilize the bid documents that we prepare to obtain bids or proposals for the collection, transportation and delivery for disposal or processing of solid waste and recyclable materials generated within the Village of Greenhills.

The bid documents that we prepare for the Consortium will invite waste collection companies and solid waste facility owners and operators to provide bids for the collection and delivery for disposal or processing of all residential solid waste and yard waste on a weekly basis, and will include all or some of the following: LEGAL NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT, CORPORATE AFFIDAVIT, NON-COLLUSION AFFIDAVIT, PERSONAL PROPERTY TAXES AFFIDAVIT, BID BOND, PERFORMANCE BOND, BID FORMS, DISPOSAL AGREEMENT, PROCESSING AGREEMENT, COLLECTION AGREEMENT, NOTICES OF AWARD, NOTICES TO PROCEED, and/or such other documents that are developed based on community feedback regarding the services each community chooses to provide to its residents.

While the bid documents will be prepared jointly with the other participants in the Consortium to address common needs of all participants, the bid documents will be customized, where necessary, to address the unique needs of each participant and provide a meaningful choice among the various options for these services and the vendors available to provide these services. Our engagement does not include the review of the local charters, ordinances and resolutions that may affect the bidding and procurement process. With respect to these issues,

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Village of Greenhills  
July 21, 2015  
Page 2

we will expect and ask that the Village of Greenhills review the bid documents and obtain advice with respect to any changes to our draft bid documents that may be necessary to comply with provisions of your local charter, ordinances and resolutions. We understand that Village of Greenhills will obtain the advice of its local counsel on these issues unless the Village of Greenhills asks that Eastman & Smith Ltd. provide that advice directly, a legal service that is outside the scope of the legal fees that are paid by the Center for Local Government.

The Center for Local Government will pay for the services that Eastman & Smith renders to the Consortium. However, the participating communities are our clients, and we will be guided solely by the Consortium in the preparation of the bid documents. We are confident that our fee agreement with the Center for Local Government will not interfere with the exercise of our professional judgment on behalf of the Village of Greenhills in the process of developing and preparing the bid documents. In the unlikely event that a dispute should develop between the Center for Local Government and a community participating in the Consortium, Eastman & Smith Ltd. will not be able to represent either the participating community or the Center for Local Government.

Eastman & Smith understands that each participating community will reserve \$1,500.00 initially, and pay that reserve as a participation fee to the CLG at the beginning of the project. We estimate that the total legal fees for this project will be between \$20,000.00 and \$25,000.00, based upon the expected number of participants. Each participating community is expected to reserve funds to provide payment for the balance of the legal fees at the conclusion of the project, unless other sources of funding are obtained, such as from the CLG directly or as a result of grants. The amount of the final reserve will be the amount of the legal fees divided by the participants, either equally or in some other equitable manner such as by population, as determined solely by the CLG and the participating communities. Payment for the legal services shall be made by the participants to the CLG. Payment to Eastman & Smith Ltd. shall be made by the CLG. In no event will Eastman & Smith Ltd. invoice the CLG more than \$25,000 for the scope of services provided as part of this project.

It is possible that a participating community may be approached by a vendor of the services covered by the bid documents who offers a contract if the participating community leaves the Consortium. In the event that a participating community executes an agreement for the same or similar services covered by the bid documents, a participating community that leaves the Consortium shall continue to be responsible for its pro rata portion of the legal fees incurred by the CLG. If a participating community terminates its participation in the Consortium before bids from vendors are received, and does not execute an agreement for the same or similar services, the participating community shall have no further liability to the CLG or Eastman & Smith Ltd. for fees incurred after the point of withdrawal.

Enclosed with this letter is a copy of the Eastman & Smith Ltd. Billing and Fee Policy. While the Center for Local Government will pay the cost of our services in the preparation of the

Village of Greenhills  
July 21, 2015  
Page 3

bid documents as outlined above, if the Village of Greenhills asks for and Eastman & Smith provides legal services not related to the preparation of the bid documents, we will invoice the Village of Greenhills directly for those services according to the Billing and Fee Policy. Please have the appropriate person sign and return the copy of this letter to document that we have accurately described the services we will provide to the Village of Greenhills.

Very truly yours,

Eastman & Smith Ltd.

*/s/ René L. Rimelspach*

René L. Rimelspach

Enclosure  
cc: Center for Local Government

The undersigned agrees that Eastman & Smith Ltd. has been appointed as legal counsel based on the foregoing representations.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_