



City of Dublin

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090

Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager
Date: November 2, 2017
Re: Resolution 81-17 - Authorizing an Agreement with Frost Brown Todd, LLC for Law Director Services

Summary

Attached is a proposed agreement between the City of Dublin and Frost Brown Todd, LLC (FBT) for attorneys to provide legal services for 2018 and 2019. Jennifer D. Readler is designated the Law Director. The agreement provides for routine services to be provided to the City for a flat rate of \$68,000 per month and for Mayor's Court services to be provided at a flat rate of \$10,000 per month. These rates reflect no increased cost to the City for services provided by the Law Director.

Routine services include attending all designated public meetings and staff meetings; drafting ordinances, resolutions, and legal memoranda; handling planning/zoning/land use matters, including attendance at all Planning and Zoning Commission meetings; leading the right-of-way acquisition process prior to commencement of litigation; representing the City in all administrative hearings and general litigation (Chapter 2506 hearings through the common pleas level); drafting and negotiating contracts, including contracts for special events such as St. Patrick's Day, Fourth of July and the Irish Festival; prosecuting code enforcement violations; handling annexation matters; assisting staff in responding to public records requests; drafting policies and assisting in drafting administrative orders and advising City officials and employees on day-to-day matters. Prosecutorial services include prosecuting all cases in Dublin Mayor's Court and Franklin County Municipal Court. The Law Department also works closely with various governmental entities, including the Franklin County Prosecutor's Office, the State Auditor, the State Attorney General's office, the Ohio Department of Transportation, and the Franklin County Board of Public Health.

Background

Ms. Readler oversees all aspects of the Law Department. She has worked with the City of Dublin for almost 19 years. During the course of our 2016-2017 agreement, 51 FBT attorneys and eight paralegals have worked on Dublin matters. In addition to managing the FBT operations, Ms. Readler also oversees special counsel matters involving Squire Patton Boggs, which pertain to public finance matters and Ice Miller, which advises in telecommunications matters.

The team at Frost Brown Todd has been providing Dublin's general counsel services for some time. FBT is uniquely equipped to handle this work as they have over 500 lawyers across an eight-state footprint. FBT's Government Services Group alone has over 50 attorneys who are

focused on representing public entities. In addition to all the general counsel services, FBT provides a “one stop shop” for specialized services, such as:

- Construction
- Labor and employment
- Collective bargaining
- Environmental
- Economic development
- Workers’ compensation
- Intellectual property
- Eminent domain litigation, as well as other specialized litigation
- Tax

Attached are two charts to further illustrate the scope of the legal services provided to the City. The first document is a flowchart that lists the main areas of legal services and the attorneys responsible for those specific areas. The second document is a more detailed breakdown of the specific attorneys at Frost Brown Todd who provide services to Dublin.

Recommendation

City staff and I have been very satisfied with the legal services provided by Frost Brown Todd, LLC and, more specifically, the leadership of Jennifer Readler as Director of Law for the City. The firm’s extensive services and experience in the public sector and, more specifically, with the City of Dublin uniquely qualifies them. Therefore, staff recommends Council approval of Resolution 81-17 at the November 6, 2017 meeting.

Law Director
Jennifer Readler

Squire Patton Boggs
Special Counsel –
Public Finance

Ice Miller
Special Counsel –
Telecommunications

**Primary Assistant
Law Directors**
Phil Hartmann
Stephen Smith, Jr.
Yaz Ashrawi
Thad Boggs
Michelle Harrison

**Special
Adviser**
Stephen
Smith Sr.

**Land
Acquisition**
Philip
Hartmann

**Labor &
Employment**
Catherine
Burgett

Construction
Stephen
Withee

**Workers’
Compensation**
Noel Shepard

**Prosecutor
Services**
Martin Nobile

CITY OF DUBLIN**PRIMARY CONTACTS FOR EACH CITY DEPARTMENT & CITY COUNCIL**

City Council / Office of City Manager/Human Resources	Parks and Recreation/ Community Relations	Public Works	Finance	Police	Information Technology	Development
Jennifer Readler	Stephen Smith Jr.	Jennifer Readler	Jennifer Readler	Stephen Smith, Jr.	Jennifer Readler	Phil Hartmann

FROST BROWN TODD LAW DEPARTMENT TEAMS

Law Director Issues	Land Acquisition/ Real Estate	Zoning/Land Use	Police, Events, Prosecutorial Matters	Labor & Collective Bargaining	Special Projects
Jennifer Readler	Phil Hartmann, Yaz Ashrawi	Jennifer Readler, Phil Hartmann, Thad Boggs, Michelle Harrison	Stephen Smith Jr., Marty Nobile, Yaz Ashrawi, Morgan Masters	Cat Burgett, Anne Duprey, Alex Ewing	Stephen Smith Sr., Former Law Director

Economic Development (in addition to bond counsel)	Litigation	Construction	Intellectual Property	Public Records/ Open Meetings	Environmental
Jennifer Readler, Phil Hartmann	Phil Hartmann, Scott Phillips, Yaz Ashrawi, Thad Boggs, Tom Allen	Steve Withee	Sam Quimby	Jennifer Readler, Stephen Smith, Jr., Michelle Harrison, Thad Boggs	Steve Samuels Frank Reed

Workers Compensation	Employee Benefits	Tax	General Contracts	Technology	Intergovernmental Relations
Noel Shepard, Rebecca Todora	Carl Lammers	Gene Hollins Emmett Kelly David Rogers	Jennifer Readler, Stephen Smith Jr., Milton Sutton	Milton Sutton	Jennifer Readler, Stephen Smith Jr., Phil Hartmann

October 24, 2017

Frost Brown Todd
3300 Great American Tower
301 E. Fourth Street
Cincinnati, OH 45202

To Whom It May Concern:

CONFIRMATION OF INSURANCE


We hereby confirm that Frost Brown Todd has Professional Liability Coverage under Policy ALA 1669 with a limit of \$50,000,000 per claim and \$100,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$1,000,000 each claim up to an aggregate of \$2,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2017 to January 1, 2018.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY, INC.,
A RISK RETENTION GROUP**

By: 
Nancy J. Montroy
Vice President – Director of Underwriting

Date: October 24, 2017

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

81-17

Resolution No. _____ Passed _____, 20____

**A RESOLUTION AUTHORIZING THE CITY
MANAGER TO ENTER INTO A CONTRACT WITH FROST
BROWN TODD, LLC FOR THE PROVISION OF LEGAL SERVICES**

WHEREAS, Law Director Jennifer D. Readler has agreed to enter into a contract to provide legal services to the City of Dublin; and

WHEREAS, Dublin City Council has reviewed the terms of the contract, attached hereto as Exhibit "A," commencing January 1, 2018 and continuing through December 31, 2019, and determined the terms to be acceptable.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, ____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to enter into the attached agreement with Frost Brown Todd, LLC, for the provision of legal services to the City of Dublin in accordance with the terms approved by Council.

Section 2. This Resolution shall take effect and be in force upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2017.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

AGREEMENT BETWEEN THE CITY OF DUBLIN
AND FROST BROWN TODD, LLC
FOR SERVICES AS LAW DIRECTOR

This contract for the services of Law Director between the City of Dublin, an Ohio Municipal Corporation, ("Dublin") and Jennifer D. Readler/Frost Brown Todd, LLC, ("Law Director"), effective this 1st day of January 2018.

WITNESSETH:

WHEREAS, Dublin and the Law Director wish to continue their professional relationship until December 31, 2019.

NOW, THEREFORE, intending to be bound by this Agreement, the parties agree as follows:

1. **Routine Services**

Except as otherwise provided herein, the Law Director agrees to provide and Dublin agrees to pay for the following "Routine Services" at the rate of \$68,000.00 per month.

- a. Attending all Council meetings.
- b. Attending all Planning and Zoning Commission meetings.
- c. Attending other routine board and commission meetings upon the request of the chair or upon request of the City Manager.
- d. Drafting ordinances and resolutions arising in the normal course of municipal operation upon request of the City Manager or Staff, or as requested by action of City Council.
- e. Representing the City in all administrative hearings and general litigation. General litigation shall be defined as administrative (Chapter 2506) appeals from Dublin boards and commissions to the common pleas court level.
- f. Drafting all other routine documents, legal memoranda, and legal opinions as requested by the City Manager, Staff and/or Council subject to prior approval of the City Manager.
- g. Providing legal advice relating to matters of public law to City officials as necessary or upon request, and attending meetings and/or conferences as requested by City officials.

- h. Responding to City Manager and Staff inquiries about legal matters.
- i. Reviewing, approving and/or preparing all contracts, ordinances, and legal documents.
- j. Representing the City in all matters related to annexation.
- k. Land acquisition shall be a part of Routine Services on matters defined as normal real estate contractual issues. However, other land acquisition matters of a special or more complex nature (for example those with more complex economic development terms embodied within the real estate agreement) will be handled on a case by case basis, and may be subject to separate billing, as provided under “Non-Routine Services”, with prior approval of the City Manager as to rates and staffing. Regarding ROW land acquisition being carried out under the City’s Eminent Domain authority, all steps in the ROW acquisition process through the presentation of an offer(s) to purchase, the receipt of counter offer(s), and all early negotiations up to the filing and prosecuting an appropriation case will be considered Routine Services.
- l. Termination counseling, FLMA, ADA, ADEA, FLSA, Title VII, PPACA, Workers’ Compensation statutes, Collective Bargaining statutes, USERRA, COBRA, and HIPAA related questions, and other general legal advice related to labor and human resource matters shall be included as Routine Services.
- m. Other normal City matters requiring legal input or involvement, not specifically described under “Non-Routine Services”.

2. **Non-Routine Services**

The following legal services shall be classified as “Non-Routine Services”, and will be separately billed, at rates as approved by the City Manager.

- a. Labor and Employment: Legal services provided for collective bargaining negotiations, fact finding, and conciliation, grievance arbitration, charges of discrimination, and lawsuits related to labor and employment issues.
- b. Eminent Domain: As provided under “Routine Services”, all steps in the ROW acquisition process through the presentation of an offer(s) to purchase, the receipt of counter offer(s), and all early negotiations up to the filing and prosecuting an appropriation case will be considered Routine Service. All legal services associated with filing and prosecuting of an appropriation case, including but not limited to written discovery, dispositions, mediation, and trial shall be billed separately as “Non-Routine Services” at hourly rates, as approved in advance of the work by the City Manager.

- c. Litigation: Complex litigation is not included within “Routine Services” and will be billed separately. Complex litigation will be defined as major litigation that involves, for example purposes only, significant written or oral discovery, significant motion practice, and attendance at hearings before a judge and/or a jury. Complex litigation shall also include Chapter 2506 appeals that proceed past the common pleas level. All rates for complex litigation shall be pre-approved by the City Manager prior to the Law Department commencing work on any individual matter. Applicable rates will be negotiated at the time the complex litigation arises and will be based upon staffing needs and selection of legal expertise by the City Manager.
- d. Special Projects: Subject to agreement of both parties, the Law Director shall undertake specific projects on a flat fee basis. Such flat fee projects shall be as agreed upon by the Law Director and the City Manager.
- e. Special Counsel: The Law Director may utilize the services of other attorneys both within her firm and outside her firm as Assistant Law Director, Prosecutor and/or Special Counsel, subject to the City Manager’s prior approval as to individual cases, attorneys and fee arrangements.

3. **Mayor’s Court Services**

The Law Director shall serve as the City’s prosecutor for cases before Mayor’s Court and for traffic and criminal matters in Franklin County Municipal Court. These services shall be provided at the rate of \$10,000 per month.

4. **Term**

This contract shall take effect and be in force January 1, 2018 through December 31, 2019. However, at any point during the term of this Contract, either Party may terminate this Agreement upon providing sixty (60) days’ notice of its intent to terminate to the other Party.

5. **Miscellaneous Provisions**

a. Indemnification:

- Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Law Director agrees to indemnify and save the City, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Law Director or her employees.
- Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Law Director shall indemnify, defend and hold harmless the City, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising

out of the acts or omissions of the Law Director, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Law Director, any subconsultant(s) of the Law Director, her agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

- b. Insurance Requirements: The Law Director shall maintain the insurance coverage limits specified in Exhibit A throughout the term of this Agreement.
- c. Expenses and Disbursements: In addition to charges for professional services as described above, the Law Director may charge the City for expenses incurred on its behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; telecopy, telex, fax and long distance telephone calls; messengers, couriers and postal services; expenses for computerized legal research and other automated services; and other business expenses as approved by the City Manager. In addition, the Law Director's services frequently require engaging the services of third parties on the City's behalf. Generally, the City will be asked to pay such third parties directly, provided that, whenever possible, the City Manager shall approve in advance the third party service provider, and the cost of those third party services. Where relatively small amounts of money are involved (as determined by the City Manager), the Law Director may advance payments to third parties and include them in her periodic bills. These smaller disbursements include the following types of expenses: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Law Director pays to governmental or quasi-governmental agencies.
- d. All invoices for legal services (including those for Routine Services, Non-Routine Services, Mayor's Court and prosecutorial services at Franklin County Municipal Court) shall include a detailed itemization of the work tasks performed during that billing period, the person performing the work, the billing rates (where applicable) and the time spent on each task. The invoice shall be organized by related work categories and/or projects, as specified by the City Manager.
- e. The Law Director shall provide an estimated budget for the projected costs (or cost range) associated with potential litigation. The City and the Law Director acknowledge the uncertainty and volatility associated with such estimates, which are intended for use in the City's budgeting and risk assessment purposes.

- f. It shall be the responsibility of the Law Director to pay for any and all municipal publications, services, updates, seminars, conferences, etc. that she or her office may utilize or attend on Dublin's behalf.
- g. In the event that the Law Director becomes incapacitated, unable to perform her duties, or no longer serves as Law Director, it is hereby agreed that her files and records shall become Dublin's property, except for information which would be classified as work product under Ohio law, which the Law Director shall release to an attorney designated by the City Manager.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FROST BROWN TODD LLC

Jennifer D. Readler, Law Director

CITY OF DUBLIN

Dana L. McDaniel, City Manager