



Office of the City Manager
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Memo

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: November 5, 2021

Re: Resolution – 66-21 - Authorizing the City Manager to Enter into a Contract with Frost Brown Todd LLC for Legal 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 January 1, 2022 – December 31, 2023. Jennifer D. Readler is designated as Law Director.

By way of background, the Dublin Revised Charter creates a Department of Law in Section 6.01. Pursuant to Section 6.03(b), the Director of Law shall be appointed and removed by the City Manager, subject to the consent and approval of Council. The Director of Law shall serve at the pleasure of the City Manager and Council. It has been the City’s practice that the Director of Law be a contractual relationship. Additionally, it is necessary for the City to have a contractual relationship with a legal firm with the appropriate capacities and experiences to address the many operational aspects and issues that the City faces on a day-to-day basis and in special legal circumstances and challenges. As Council is aware, and as stated above, Jennifer Readler of Frost Brown Todd, LLC serves in the capacity of Law Director. Along with her and the current and proposed contract for legal services, Frost Brown Todd, LLC provides the breadth of legal experience and specialists that has effectively served the needs of the City. Additionally, as Law Director, Jennifer provides advice, counsel, and direction regarding other legal services not otherwise provided under the Frost Brown Todd, LLC contract. Such other legal counsel is in the form of economic development, bond counsel, and telecommunications.

The previous agreement with FBT provided for routine services to be provided to the City for a flat rate of \$68,000 per month and for Mayor’s Court and Municipal Court services to be provided at a flat rate of \$10,000 per month. Any matters falling out of the routine services categories are opened with City Manager approval and are billed at reduced rates. The monthly flat fee rates have not been increased in 11 years. These fees were determined in the 2010 legal services agreement and have never been increased. For historical perspective, prior to 2004, legal services were paid on an hourly basis. In 2004, a 2-year contract was approved that provided for \$60,000 per month for routine legal services. For the first time, this contract also provided for the Law Director’s prosecution services for cases in Franklin County Municipal Court (previously only Mayor’s Court was covered in the contract). Mayor’s Court and Municipal Court prosecution were billed at a flat

rate of \$123,000 per year. The reason for adding municipal prosecution services, according to then City Manager Jane Brautigam, was that “[t]he City has not always been represented as vigorously in these matters as in Mayor’s Court where we have more control over the disposition of cases.” In 2006, the routine services flat fee was raised to \$66,000 per month (Municipal Court/Mayor’s Court remained the same). In 2010, the routine services flat fee was raised to \$68,000 per month.

For this contract cycle, the monthly flat fee rate for routine services has been increased to \$69,360.00. 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.

The monthly flat fee for Mayor’s Court and Municipal Court services is also increased in the draft agreement to \$15,000.00 per month from \$10,000 per month. Over the past 11 years, the case workload has increased the expenses of prosecutorial services significantly. When rates were set in 2010, there were 641 Dublin cases filed in Municipal Court. In 2019, there were 1,618 cases filed in Municipal Court. Dublin cases have significantly increased in the last 5 years. Dublin Mayor’s Court case load between 2010 and 2019 has averaged 2,835 cases per year. Additionally, since 2010, the prosecution services provided by FBT have expanded to include the prosecution of all citations/complaints issued by the Ohio State Highway Patrol and Sheriff’s office. FBT also consults with a victim advocate on assault and domestic violence cases who was engaged post-2010. A more detailed description of the total Dublin prosecutorial duties and a breakdown of the cases is provided in Attachment A. Also provided as Attachment B is a chart from the Franklin County Municipal Court Clerk’s office that breaks down caseloads from all the suburban cities.

I have reviewed the descriptions of non-routine services versus routine services, as described in the past and proposed contracts. I have no proposed changes to these descriptions. I have and will continue discussions with our leadership team reference access to and use of routine and especially non-routine legal services by staff to insure we are appropriately managing the legal services contract and associated costs. Billing rates for non-routine services by Attorney/legal staff category of pay are memorialized with the contract to be executed. These rates of pay are consistent with that briefed to Council during the 2022 Operating Budget review process.

We have attempted to benchmark prosecutorial budgets in other cities in Ohio, however most cities do not break out prosecutorial services from their general legal budget so it is difficult to determine exact costs for these services (Attachment C). The Cities of Hilliard, Westerville, and Grove City are helpful benchmarks. As is demonstrated in the attached case load chart, while cases have fluctuated, all of these cities generally are within a close range.

- Hilliard’s prosecution budget equals \$118,382. This includes the services of a portion of one full-time legal staff member and a contractual prosecutor for Mayor’s court. Hilliard’s full time legal staff member spends 60% of her time on prosecutorial services for Mayor’s Court, 15% on Recovery Court, which we do not have, and 25% on general legal matters of the City of Hilliard. Therefore, her cost for prosecutorial services (60% of her time) is \$83,882 per year. The City of Hilliard also pays \$34,500 per year for contractual prosecutorial services totaling, again, \$118,382.
- Westerville is also a comparable benchmark, although their case load again is less than Dublin’s. The Westerville Clerk of Courts provided the following information – Westerville pays outside counsel to prosecute all Mayor’s Court and Municipal Court cases at a rate of \$203 per hour, plus reimbursement for mileage and parking. The average total prosecutorial costs range from \$12,000-\$13,000 per month, which would equate to around \$150,000 per year. ,
- Grove City more recently received responses to a request for proposal for legal services. FBT was the successful bidder at \$52,000 per year for the Gove City’s Mayor’s Court prosecution and \$80,000 per year for Franklin County Municipal Court Prosecution, for a total contract cost of \$132,000 per year. While Grove City’s case load is heavier than Dublin’s, they are making an adjustment of an additional \$25,000 for 2022 and FBT is currently using a much less experienced prosecutor, at this time.

I am of the opinion that the rate adjustment requested by FBT Mayor’s Court services is comparable to other cities particularly when considering the level of experience, high level of service expected by our Police Officers, and somewhat comparable case load.

I have also reviewed the overall legal budgets of other Ohio municipalities to determine where Dublin fits in with the operating funds that are dedicated to legal services (Attachment C). On average, the percentages of total budgets range from 1.5% to 2.3%. Dublin’s legal budget is near the middle of the range at 1.92% of total operating budget. I view this as a measure of activity level of a city and serves as a benchmark of comparison. See attached chart for further details. A budget analysis provided by the Finance Director shows the breakdown in the flat fee costs as well as the special counsel costs for FBT services (Attachment D).

Background

Jennifer Readler oversees all aspects of the Law Department. She has worked with the City of Dublin for 22 years. During the course of the 2020-21 agreement, over 40 FBT attorneys and paralegals have worked on Dublin matters. In addition to managing the FBT operations, Jennifer also oversees special counsel matters involving Squire Patton Boggs, which pertain to public finance matters and Ice Miller, which advises in telecommunications matters.

The FBT team has a long record of service for the City. Stephen Smith began his role as law director in the 1970s and continued until 2016. Jennifer Readler, Phil Hartmann and Stephen Smith, Jr. have all worked with the City of Dublin for the past 22 years. Yaz Ashrawi and Thad Boggs have worked with the City since 2013 and 2017 respectively. Marty Nobile has served as

the prosecutor for Dublin since 2007. As this demonstrates, the team has a wealth of historical and institutional knowledge as a result of decades of working with the City.

FBT has one of the premier public sector legal teams in our ten-state region, and provides services to some of the largest public entities in its footprint. With over 500 lawyers in the firm, FBT has the resources and capacity to perform all general counsel and select special counsel work for the City of Dublin. FBT has a long history of public sector work and regularly works with cities and public officials on a variety of issues. With quality as the number one priority, projects are assigned according to the experience level and capacity of the assigned attorney to ensure an excellent work product and prompt delivery.

All special matters are authorized by the City Manager and billed at a reduced hourly rate. FBT is uniquely equipped to handle this work as they have over 500 lawyers in 15 offices across a ten-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

Recommendation

As City Manager, I have found Jennifer Readler's leadership and counsel, as Law Director, to be outstanding and the legal services provided by Frost Brown, LLC to be the same. I also give consideration to the many years of experience and institutional knowledge with the City of Dublin by the Law Director, many of their attorneys, and prosecutor as very valuable. Therefore, I recommend approval of the Resolution and the associated agreement at the November 8, 2021 meeting. Additionally, I have two further recommendations:

1. Council and the City Manager should conduct a joint performance review with the Law Director, annually, in reference to that person's specific performance and that of the overall legal contract and associated services. Such review should occur no later than June 1st of each year. This has been incorporated into the contract language.

2. Council refer to its Finance Committee the task of discussing the frequency in which future legal services contracts should be competitively bid and selected. Finance Committee will report back to Council as a whole on the results of their discussion and/or any recommendation. Unlike other professional services contracts engaged by the City, Legal Services are specifically addressed in Article VI of the Revised Charter of the City of Dublin and warrants discussion in that context. I further recommend Council vote by motion to refer this to Council Finance Committee.

Attachment A

DUBLIN PROSECUTOR DUTIES

- FBT prosecutes all criminal, traffic and environmental cases in Franklin County Municipal Court filed by Dublin Police and the Ohio Highway Patrol and Franklin County Sheriff's office (for citations written in Dublin). Prosecution in Municipal Court is 5 days per week. Court time in Municipal Court averages 4 hours per day for the City of Dublin.
- When the rates were set in 2010, there were 641 Dublin cases filed in Franklin County Municipal Court. Since 2010, both Franklin County Municipal Court¹ and Dublin have seen sharp increases in the number of cases heard:

<u>Year</u>	<u>Total Dublin Cases</u>	<u>% Increase from 2010</u>	<u>Total Muni Cases from all Suburbs</u>	<u>% Increase from 2010</u>
2010	641		9876	
2011	577	90%	9776	99%
2012	731	114%	9452	96%
2013	747	117%	9956	101%
2014	1,724	269%	12132	123%
2015	929	145%	11251	114%
2016	1,790	279%	13390	136%
2017	1,293	202%	12720	129%
2018	1,771	276%	15201	154%
2019	1,618	252%	15025	152%
2020	1,331	208%	11525	117%
2021*	649	101%	9713	98%

As you can see, the Dublin cases have increased an average of **195%** from 2010 through 2020. For perspective, Franklin County Municipal Court has increased an average of **122%** for the same period.

In the last five years (2016-2020), the Dublin increase has been **243%** while Franklin County Municipal Court increase has been **137%**.

¹ This includes the number for all the suburbs in Franklin County, it does not include the City of Columbus.

So not only are the Dublin cases increasing at a staggering rate, but they are out pacing the growth that Franklin County Municipal Court is seeing over that same period.

- In 2019, Judge Barrows (the Administrative Judge for Municipal Court) stated that:
“From all indications, the Franklin County Municipal Court remains the largest and busiest municipal court in Ohio. * * * The increasing complexity of the laws and the desire to meet the needs of every citizen who appears in this Court present substantial challenges to our judges and staff.”²

Due to the dramatic increase in dockets for both Dublin and Franklin County Municipal Court it is more difficult and time consuming to prosecute cases.

- Multiple FBT attorneys participate in the prosecution of cases. While Marty Nobile is the lead prosecutor, Stephen Smith, Jr, Thad Boggs, Jesse Shamp, MacKenzie Newberry and JJ Jwayyed all engage in these services, as well as Jennifer Readler.
- Dublin Mayor’s Court caseload between 2010 and 2019 has averaged 2,835 cases per year, peaking in 2016 with 3,622 cases and 2017 with 3,367 cases. Although some of those are payable traffic tickets, the majority of traffic cases go through the prosecutor and almost all of the criminal cases go through the prosecutor.

Specific duties are as follows:

- Prosecute all criminal, traffic, and environmental cases in Dublin Mayor’s Court every Tuesday. The average amount of time spent prosecuting cases in Mayor’s Court is 4.50 hours every Tuesday.
- Prepare all cases for both Municipal and Mayor’s Court prosecutions. Prep time for each docket averages roughly 3 hours per day. Preparation includes reading all reports, narratives, witness statements and viewing videos for each case. On average, there are 3 OVI cases per day and review of each OVI video and note taking on the video lasts from 1 to 2 hours per video.
- Prepare and prosecute all Assault and Domestic Violence cases filed by Dublin Police including review of 911 calls and bodycam and cruiser videos. This review generally takes 1 hour per case.
- Consult on all Assault and Domestic Violence cases with Witness Assistance Advocate daily in court and by phone, email, and text to determine concerns, requests and needs of victims in each case.

² http://www.fcmcclerk.com/documents/annual-reports/FCMC_AR_2019_Court.pdf

- Meet with all victims and witnesses in court daily to interview them and address all questions and concerns as we work towards resolution or trial.
- Evaluate complaints filed with the Dublin Police Department for appropriateness of filing charges. We are generally asked by Dublin Police to review 3 to 5 reports per week for consideration of charges.
- Evaluate complaints over the phone filed with the Dublin Police Department. Officers call from the scenes of the potential crimes looking for advice on appropriateness of charges.
- Regularly meet with Dublin Police before, during or after Mayor's Court each Tuesday afternoon to discuss cases, issues, policies, and questions pertaining to prosecution of cases.
- Reply to all emails from the Dublin Police requesting advice on charges, procedures, case law, etc.
- Email and phone calls with court liaison to acquire needed information on cases, record checks, videos, etc.
- Conduct police trainings on case law and procedures.
- Research case law as needed for prosecution and trials.
- Conduct both jury trials and court trials in Municipal Court and Mayor's Court.
- Return victim and witness phone calls and emails daily.
- Respond to Discovery Requests and Motions to Suppress/Dismiss filed by defense counsel.
- Review and respond to Requests for Expungements filed by defendants and defense counsel.
- Daily phone calls and text with defense counsel on cases.
- Conduct required Dublin Police property room audit on an annual basis.
- Meet with probation officers in Municipal Court whenever a Statement of Violations of Probation has been filed.
- Conduct probation revocation hearings, post-resolution.

Suburban Caseload Report - provided by Franklin County Municipal Court Clerk's Office - Attachment B

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total
BEX	541	451	529	699	724	656	603	713	663	762	684	457	7,482
CAW	164	175	120	209	228	248	157	179	176	208	139	122	2,125
DUB	641	577	667	529	484	543	675	856	1,022	1,059	920	513	8,486
FCSOBEX	0	0	0	12	10	17	2	9	14	0	0	0	64
FCSOCAW	5	6	4	12	9	0	6	2	6	2	3	0	55
FCSODUB	0	0	0	0	27	20	8	3	4	3	2	0	67
FCSOGAH	0	0	4	17	25	11	32	24	15	30	23	12	193
FCSOGRG	0	0	0	13	14	15	27	9	9	6	3	3	99
FCSOGRO	0	0	0	0	5	6	4	7	3	3	1	3	32
FCSOHIL	0	0	5	15	8	6	7	2	5	3	3	2	56
FCSONEA	0	0	0	0	6	2	2	2	0	8	4	6	30
FCSOBE	0	0	2	4	9	7	28	15	11	6	5	7	94
FCSOREY	0	0	0	0	1	1	23	1	19	3	1	4	53
FCSOUPA	0	0	0	0	1	0	10	0	1	7	0	1	20
FCSOWES	0	0	0	0	8	15	28	22	19	19	44	30	185
FCSOWHI	0	0	0	0	2	6	11	4	6	2	0	4	35
FCSOWOR	0	0	0	0	2	2	19	2	19	8	2	0	54
GAH	894	947	953	1,018	1,193	1,390	1,312	1,058	1,088	1,220	839	598	12,510
GRC	1,072	1,038	1,229	1,230	1,410	1,475	1,824	1,826	2,443	2,442	1,795	1,632	19,416
GRO	264	327	342	306	394	447	441	398	412	429	331	191	4,282
HIL	616	645	630	661	631	642	698	666	820	935	769	674	8,387
NEA	201	245	231	226	268	289	238	390	371	466	469	549	3,943
OBE	251	212	194	178	206	209	218	232	207	250	156	156	2,469
OHPBEX	0	0	0	0	2	2	1	2	24	4	7	0	42
OHPCAW	0	0	2	8	13	19	7	17	46	78	9	13	212
OHPDUB	0	0	64	218	1,213	366	1,107	434	745	556	409	136	5,248
OHPGAH	0	2	22	54	58	135	172	69	171	96	55	121	955
OHPGRC	0	0	8	73	73	51	58	120	290	273	157	155	1,258
OHPGRO	0	0	5	3	16	16	33	25	25	12	13	2	150
OHPHIL	0	0	24	49	94	37	48	63	347	271	136	251	1,320
OHPNEA	0	0	2	11	11	17	17	20	35	29	46	13	201
OHPOBE	0	0	11	36	41	55	83	134	129	94	53	18	654
OHPREY	1	2	38	66	54	74	266	194	498	133	86	97	1,509

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total
OHPUPA	0	1	1	4	2	7	3	15	8	0	4	0	45
OHPWES	0	0	6	15	9	18	10	8	23	18	7	8	122
OHPWHI	0	0	0	25	14	10	7	28	120	37	17	5	263
OHPWOR	0	0	10	15	25	27	19	79	65	61	17	48	366
REY	1,601	1,498	1,274	975	1,073	853	904	814	787	1,103	1,124	828	12,834
UPA	329	378	374	303	371	315	429	349	380	414	349	321	4,312
WES	1,289	1,209	901	1,002	1,158	881	1,194	983	977	977	642	552	11,765
WHI	1,438	1,394	1,339	1,464	1,686	1,904	2,176	2,376	2,574	2,310	1,820	1,904	22,385
WOR	561	669	461	506	554	457	483	570	624	688	381	277	6,231
Total	9,868	9,776	9,452	9,956	12,132	11,251	13,390	12,720	15,201	15,025	11,525	9,713	140,009

10/4/2021

Attachment C

DUBLIN

- **2020 Operating Budget:** \$95,700,000
- **2020 Legal Budget:** \$1,950,000
- **Percent for Legal:** 2.04%
- **Administrative Hearings and Prosecution (Municipal Court and Mayor's Court):** \$120,000

- **2021 Operating Budget:** \$94,358,000
- **2021 Legal Budget:** \$1,950,000
- **Percent for Legal:** 2.07%
- **Administrative Hearings and Prosecution (Municipal Court and Mayor's Court):** \$120,000

- **2022 Operating Budget:** \$101,700,000
- **2022 Legal Budget:** \$1,950,000
- **Percent for Legal:** 1.92%
- **Administrative Hearings and Prosecution (Municipal Court and Mayor's Court):** \$120,000

CINCINNATI

- **2021 Operating Budget:** \$411,918,626
- **2021 Legal Budget:** \$7,170,290
- **Percent for Legal:** 1.7%
- **Administrative Hearings and Prosecution (Municipal Court):** \$3,063,940 (General Fund)

CLEVELAND

- **2021 Operating Budget:** \$665,008,989
- **2021 Legal Budget:** \$15,287,450
- **Percent for Legal:** 2.3%
- **Prosecution Salary Ranges:**
 - **Chief Assistant Prosecutor:** \$36,750-\$150,470.11
 - **Deputy Assistant Prosecutor:** \$31,200.00-\$105,625.89
 - **First Assistant Prosecutor:** \$31,500.00-\$136,692.31
 - **Assistant Prosecutor:** \$31,200.00-\$105,625.89

COLUMBUS

- **2021 Operating Budget:** \$964,000,000
- **2021 Legal Budget:** \$14,798,243
- **Percent for Legal:** 1.5%
- **Prosecution:** \$3,697,709

DELAWARE

- **2021 Operating Budget:** \$25,875,874
- **2021 Legal Budget:** \$870,128
- **Percent for Legal:** 3.4%

GAHANNA

- **2021 Operating Budget:** \$24,293,452
- **2021 Legal Budget:** \$527,399
- **Percent for Legal:** 2.2%

GROVE CITY

- **2021 Operating Budget:** \$38,310,156
- **2021 Legal Budget:** \$627,000
- **Percent for Legal:** 1.6%
- **Mayor's Court Prosecution:** \$52,000
- **Municipal Court Prosecution:** \$80,000

HILLIARD

- **2020 Operating Budget:** \$28,707,463
- **2020 Legal Budget:** \$572,375
- **Percent for Legal:** 2.0%
- **2021 Operating Budget:** \$29,352,488
- **2021 Legal Budget:** \$617,133
- **Percent for Legal:** 2.1%

MARYSVILLE

- **2021 Operating Budget:** \$7,352,430
- **2021 Legal Budget:** \$347,083
- **Percent for Legal:** 4.7%

NEW ALBANY

- **2021 Operating Budget:** \$21,201,304 (“Total Operating Expenditure”)
- **2021 Legal Budget:** \$403,300
- **Percent for Legal:** 1.9%

UPPER ARLINGTON

- **2021 Operating Budget:** \$39,050,500 (“General Fund”) (\$39,794,000 is the “Total General Operations”)
- **2021 Legal Budget:** \$841,900
- **Percent for Legal:** 2.2%

- **2022 Operating Budget:** \$40,404,000
- **2022 Legal Budget:** \$858,800
- **Percent for Legal:** 2.1%

WESTERVILLE

- **2021 Operating Budget:** \$40,254,864
- **2021 Legal Budget:** \$821,449
- **Percent for Legal:** 2.0%

- **2022 Operating Budget:** \$40,627,300
- **2022 Legal Budget:** \$847,313
- **Percent for Legal:** 2.1%

WORTHINGTON

- **2021 Operating Budget:** \$32,067,336
- **2021 Legal Budget:** \$569,216
- **Percent for Legal:** 1.8%
- **Prosecution Services:** \$45,000

FBT Legal Cost Breakdown Between Flat Fee + Special Counsel Services

Attachment D

	2021	2020	2019	2018
Budget				
General	\$ 1,104,588.42	\$ 1,105,321.75	\$ 1,092,274.11	\$ 1,043,808.79
Special	\$ 575,000.00	\$ 575,000.00	\$ 575,000.00	\$ 575,000.00
Total	\$ 1,679,588.42	\$ 1,680,321.75	\$ 1,667,274.11	\$ 1,618,808.79
Actual				
General	\$ 710,035.01	\$ 939,068.48	\$ 962,859.26	\$ 949,649.65
Special	\$ 364,178.28	\$ 356,184.86	\$ 394,051.63	\$ 442,544.13
Total	\$ 1,074,213.29	\$ 1,295,253.34	\$ 1,356,910.89	\$ 1,392,193.78
Variance				
General	\$ 394,553.41	\$ 166,253.27	\$ 129,414.85	\$ 94,159.14
Special	\$ 210,821.72	\$ 218,815.14	\$ 180,948.37	\$ 132,455.87
Total	\$ 605,375.13	\$ 385,068.41	\$ 310,363.22	\$ 226,615.01

Accounts

10110140-713002

10110140-713003

Attachment E

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

City Council / Office of City Manager/Human Resources	Parks and Recreation/ Communications and Public Information	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, Thad Boggs, MacKenzie Newberry	Stephen Smith Jr., Marty Nobile, Jesse Shamp	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, Jeremy Grayem	Steve Withee Dan Edwards	Sam Quimby	Jennifer Readler, Stephen Smith, Jr., Jesse Shamp, MacKenzie Newberry	Steve Samuels Frank Reed

Workers Compensation	Employee Benefits	Tax	General Contracts	Technology	Intergovernmental Relations
Noel Shepard	Carl Lammers	Thad Boggs Emmett Kelly David Rogers	Jennifer Readler, Stephen Smith Jr.	William Morriss	Jennifer Readler, Stephen Smith Jr., Phil Hartmann

**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, 2022 and continuing through December 31, 2023, 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 _____, 2021.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

Exhibit A
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 2022.

WITNESSETH:

WHEREAS, Dublin and the Law Director wish to continue their professional relationship until December 31, 2023.

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 \$69,360.00 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”:

- a. Labor and Employment: Legal services provided for labor counseling, 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, including matters involving economic development: Subject to agreement of both parties, the Law Director shall undertake special projects. Such special projects shall be as agreed upon by the Law Director and the City Manager in terms of both scope and fees.
- 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.
- f. Rates: Non-routine services will be separately billed at the following rates:

Attorney Category	Rate Range Per Hour
Members	\$315-\$290
Associates	\$280-\$250
Paralegals	\$140-\$120

3. **Mayor’s/Municipal 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 \$15,000 per month.

4. **Term**

This contract shall take effect and be in force January 1, 2022 through December 31, 2023. 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. **Annual Review**

City Council and the City Manager shall perform an annual performance review with the Law Director each year of the contract term. The review shall take place no later than June 1st of each calendar year.

6. **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; 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

0127206.0607934 4852-3307-6220v1



December 3, 2020

Frost Brown Todd LLC
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 LLC has Professional Liability Coverage under Policy ALA#1669 with an annual 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, 2021 to January 1, 2022.

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

ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD., A RISK RETENTION GROUP

By: Anne M. Mahoney Date: 12/3/20
Anne M. Mahoney
Assistant Director of Underwriting