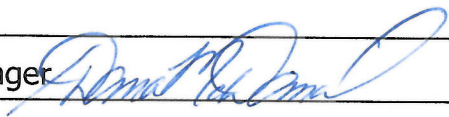




**CITY OF DUBLIN**  
**ADMINISTRATIVE ORDERS**  
**OF THE CITY MANAGER**

<b>ADMINISTRATIVE ORDER 1.9</b>
<b>TO:</b> City of Dublin Employees
<b>FROM:</b> Dana McDaniel, City Manager 
<b>SUBJECT:</b> Request for Legal Services from Law Director's Office
<b>DATE:</b> January 24, 2022
<i>Supersedes and replaces Administrative Order 1.9, dated May 20, 2009 regarding Same Subject.</i>
<b>PROPONENT:</b> Office of the City Manager

**1. PURPOSE**

The purpose of this Administrative Order is to outline the process for requesting non-routine legal services from the Law Director's office. The intent of this Administrative Order is to formalize the request process for legal services from the Law Director's office which are not included within the scope of services identified as "Routine Services" within the City's contract for legal services and to assist the Office of the City Manager in its oversight of contractual legal services.

**2. RESPONSIBILITIES OF LAW DIRECTOR**

Article 6.04 of the Revised Charter of the City of Dublin provides the position of the Law Director and associated responsibilities and reporting relationships. The Law Director is charged with representing the City in all facets of municipal law. The Charter further addresses assistants to the Law Director and Special Legal Counsel. The City chooses to appoint the Law Director and any other Special Legal Counsel by contractual arrangement. In accordance with the attached Agreement Between the City of Dublin and Frost Brown Todd, LLC for Services as Law Director, the specific duties of the Law Director are as follows:

- A. attending all Council meetings and certain board and commission meetings;
- B. drafting ordinances and resolutions;
- C. representing the City in all administrative hearings and general litigation;
- D. providing legal advice to City officials;
- E. providing labor and employment counseling; and

F. reviewing, approving, and/or preparing all contracts, ordinances and legal documents.

### **3. PROCESS AND PROCEDURE**

A. When regular, normal business operations require that the Law Director's office perform legal services, the applicable Department/Division Director will first determine in consultation with the City Law Director if the services are "Routine Services," as described in the current Agreement Between the City of Dublin and Frost Brown Todd, LCC for Services as Law Director (attached). If the requested legal service is determined to be "Routine," they are included as part of the base monthly payment to the law firm, and therefore no request for special legal services will be required. If, however, it is determined that services are "Non-Routine" legal services as described within the contract, and are therefore subject to additional expenditure for the performance of those legal services, the particular Department/Division Director will request services from the City Law Director, who will subsequently consult with the City Manager regarding the necessity of service provision.

B. Upon request for Non-Routine legal service, the Department/Division Director will provide the City Manager and Law Director via email the nature of the requested services, any pertinent background information on the issue, and the time frame required for the performance of the services. Upon receipt of City Manager approval, the Law Director will assign the matter as appropriate for proper action & disposition. The Law Director shall keep the City Manager and the appropriate Department/Division Director informed of the status of the performance of these services.

C. The City also uses the services of special Legal Counsel. In this case, the Law Director also has responsibility to monitor and advise on special legal matters. Department/Division Directors shall consult with both the City Manager and the Law Director prior to contractually engaging Special Legal Counsel. The Department/Division Director shall keep the Law Director informed as to the status of such services to insure proper coordination.

Attachment: (Agreement Between the City of Dublin and Frost Brown Todd, LLC for Services as Law Director)

**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”, and will be separately billed, at rates as approved by the City Manager.

- 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.

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 1<sup>st</sup> 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**

DocuSigned by:  
*Jennifer Readler* 12/11/2021  
 \_\_\_\_\_  
 Jennifer D. Readler, Law Director Date

**CITY OF DUBLIN**

DocuSigned by:  
*Dana McDaniel* 12/13/2021  
 \_\_\_\_\_  
 Dana L. McDaniel, City Manager Date

**CERTIFICATION OF FUNDS**

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

DocuSigned by:  
*Matthew L Stiffler* 12/13/2021  
 \_\_\_\_\_  
 Matthew Stiffler, Director of Finance Date

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