

RESOLUTION NO. 52-03
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER C. Mark Kingseed ON THE 20th DAY OF October, 2003.

A RESOLUTION AUTHORIZING AND DIRECTING THE PAYMENT OF ATTORNEYS' FEES FOR CITY OF CENTERVILLE EMPLOYEES WHO HAVE BEEN NAMED AS INDIVIDUAL DEFENDANTS IN CIVIL ACTIONS FILED BY JOSEPH AND JO ANNE RENO IN CONNECTION WITH ACTIVITIES UNDERTAKEN BY SAID EMPLOYEES WHILE ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT WITH THE CITY.

WHEREAS, Gregory B. Horn, Jesse Lightle and Donald Creech, employees of this City, have been named as individual defendants in litigation filed by Joseph and Jo Anne Reno against the City and said individuals; and

WHEREAS, this Council hereby determines that said employees were acting within the scope of their employment at the times that the acts complained of in said litigation were allegedly committed; and

WHEREAS, pursuant to the provisions of §2744.07, Ohio Revised Code, the City is required to provide and pay for the defense of employees in such situations; and

WHEREAS, said employees have hired the law firm of Bieser, Greer & Landis to represent them in said litigation as evidenced by the ENGAGEMENT AGREEMENT, a copy of which is attached hereto as Exhibit "A."

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the Director of Finance is authorized and directed to cause any and all reasonable financial obligations incurred pursuant to said representation to be reimbursed to said employees or to be paid directly to Bieser, Greer & Landis upon his receipt of invoices therefore.

PASSED THIS 20th day of October, 2003.

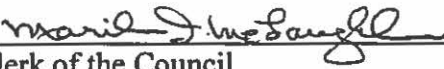
Sally D. Beale
Mayor of the City of
Centerville, Ohio

ATTEST:

Marilyn McDaniel
Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 52-03, passed by the Council of the City of Centerville, Ohio on the 20th day of October, 2003.


Clerk of the Council

Approved as to form, consistency with the
Charter and Constitutional Provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

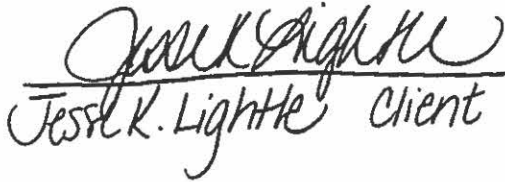
ENGAGEMENT AGREEMENT

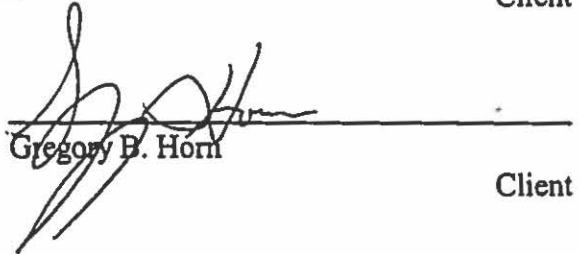
This agreement entered into this 10/14 day of September, 2003, by Donald Creech and Gregory B. Horn (Clients) and Bieser, Greer & Landis LLP, 400 National City Center, 6 North Main Street, Dayton, Ohio 45402 (Attorneys).

1. The Clients agree to and do hereby retain the Attorneys to represent the Clients with respect to actions filed against them by Mr. and/or Mrs. Joseph Reno.
2. As compensation for the services of the Attorneys, the Clients agree to pay the Attorneys an hourly rate for services rendered by the Attorneys. The Attorneys reserve the right to periodically adjust the hourly rates to reflect changes in the skill and experience of an individual attorney and the operational costs of the Attorneys. The present hourly rate for attorney David C. Greer is \$250 per hour; \$200 per hour for other partners; \$175 per hour for attorney Karen T. Dunlevey and other associates; and \$75 per hour for legal assistants.
3. In addition to the hourly rates referred to in paragraph 2, the Clients agree to pay all expenses incurred and disbursements paid by the Attorneys in connection with the representation referred to in paragraph 1. These expenses and disbursements may include but are not limited to expert fees, investigation costs, medical reports, depositions, court reporter fees, court costs, filing fees, copying charges (20¢ per page), facsimile (fax) transmission charges (\$1.00 per page), long distance telephone charges (15¢ per minute for charges over \$1.00), postage, secretarial overtime, travel expenses (including but not limited to mileage, parking, airfare, lodging, meals and ground transportation) and computer assisted research charges (per standard Lexis charges). Attorneys may bill the Clients for these expenses and disbursements at any time. An invoice for expenses and disbursements is due and payable within thirty (30) days of the date of the invoice. Nothing in this paragraph obligates the Attorneys to advance any payment for expenses and the Attorneys may request that the Clients make advance payment of any estimated expense.
4. The Attorneys will bill the Clients on a semi-monthly or a monthly basis or at such other intervals as mutually agreeable to the Clients and the Attorneys. The invoice will state the amount due for services rendered and expenses advanced during the billing period and will contain a description of the specific services rendered and any expense advanced.
5. Should the Clients at any time for any reason reject the advice and counsel of the Attorneys concerning anything relating to the representation described in paragraph 1 or fail to pay the balance of any invoice, the Attorneys reserve and have the right to withdraw from the representation of the Clients and to terminate this agreement. The Clients may terminate this agreement, at any time but not sooner than one day after the date of execution of this agreement, by giving the Attorneys written notice of the intent of the Clients to terminate this agreement.

Upon termination of this agreement, the Attorneys will prepare an invoice. Within twenty (20) days after receipt of the invoice the Clients agrees to pay the balance, if any, of the invoice.


Donald Creech
Client


Jess K. Lightle Client


Gregory B. Horn
Client

BIESER, GREER & LANDIS, LLP

By: _____
Attorneys

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