

RESOLUTION NO. 80-21  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JoAnne Rau ON THE 9<sup>th</sup>  
DAY OF August, 2021.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY  
MANAGER TO ENTER INTO A FEE ENGAGEMENT  
AGREEMENT WITH DINSMORE & SHOHL LLP FOR LEGAL  
COUNSEL SERVICES.

WHEREAS, the City of Centerville desires to engage special counsel to assist  
the City with environmental law services related to the City's storm water program;  
and

WHEREAS, Dinsmore & Shohl LLP has the ability to provide such legal  
counsel services on an "as needed" basis; and

WHEREAS, it is the desire of the City to retain Dinsmore & Shohl LLP on  
an "as needed" basis for this special project.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE  
HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to execute a  
contract or engagement with Dinsmore & Shohl LLP to provide legal counsel  
services to the City of Centerville upon the basis of its Engagement Letter dated  
August 3, 2021 and attached hereto as exhibit "A".

Section 2. That this Resolution is to take effect at the earliest date  
allowed by law.

PASSED THIS 9<sup>th</sup> day of August, 2021.

  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
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. 80-21, passed by the Council of the City of Centerville, Ohio on the 9<sup>th</sup> day of August, 2021.

  
\_\_\_\_\_

Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney



*Legal Counsel.*

DINSMORE & SHOHL LLP  
Fifth Third Center ^ One South Main Street ^ Suite 1300  
Dayton, OH 45402  
[www.dinsmore.com](http://www.dinsmore.com)

Lee A. Slone  
937.586.2610  
[lee.slone@dinsmore.com](mailto:lee.slone@dinsmore.com)

August 3, 2021

**VIA EMAIL TO:**

James G. Brinegar  
[jbrinegar@centervilleohio.gov](mailto:jbrinegar@centervilleohio.gov)  
City Engineer  
City of Centerville  
7970 South Suburban Road  
Centerville, Ohio 45458

**RE: Legal Representation**

Dear Mr. Brinegar:

Thank you for selecting Dinsmore & Shohl LLP (“Dinsmore”) to represent The City of Centerville (the “City”). This letter will confirm our discussion regarding your engagement of Dinsmore and will describe the basis upon which we will provide legal services to the City. Attached to this letter is the Dinsmore Statement of Engagement Terms (the “Terms and Conditions”) that are a part of this letter. By signing on the next page, you agree to those terms and conditions.

You have engaged us to provide legal services related to the City’s storm water program as outlined in the proposal Lee Slone emailed to you on June 25, 2021, as well as other matters for which you or the City may request our involvement from time to time.

Our legal services will be billed to you based on Dinsmore’s standard hourly rates. Standard hourly rates are reviewed and adjusted annually at the beginning of each calendar year. Those rates currently are \$300-\$975 per hour for partners, \$190-\$750 per hour for Of Counsel, \$185-\$430 per hour for associates. Any estimate we furnish of the amount of fees and costs likely to be incurred in this matter will be based on our professional judgment, taking into account a variety of factors that affect the cost, such as the scope and complexity of the matter. Those factors can change over the course of the matter resulting in the estimate not representing the amount actually charged. Any estimate is not a maximum or fixed fee quotation. The payment of our fee is not contingent on outcome or success.

Please review this letter and the Terms and Conditions carefully. If it meets with your approval, please sign it and return it so that we may begin work. If you do not agree with one or more of the provisions of this letter or the Terms and Conditions, please contact me so that we can try to address your concerns.

Again, let me thank you for retaining us in connection with this matter. I look forward to working with you.

Respectfully,

A handwritten signature in blue ink, appearing to read "L. Slone", is written over a light gray rectangular background.

Lee A. Slone

**AGREED AND ACCEPTED:**

City of Centerville

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

Its: \_\_\_\_\_

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

**1. Engagement of Our Services**

The law firm of Dinsmore & Shohl LLP (the “Dinsmore”) has undertaken to represent you and to act on your behalf. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment and are not guarantees. Also, our opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

**2. The Scope of Our Representation**

Our clients in this matter are the persons or entities identified (“client” or “clients”) in our engagement letter (“engagement letter”) to which this Statement of Engagement Terms is attached. Unless specifically identified in the engagement letter, our representation of the client does not include representation of (i) parent companies or other owners of the client, (ii) subsidiaries or other affiliates of the client, (iii) partners of the client, (iv) family members of the client, or (v) beneficial owners of the client. The clients are hiring Dinsmore to represent them in connection with issues or claims arising out of the matters identified in the engagement letter, and only those matters unless specifically agreed in a writing signed by Dinsmore. We will provide services of a strictly legal nature related to the matters described in the engagement letter. You will provide us with the factual information and materials we require to perform such services, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment or accounting decisions, unless otherwise specified in the engagement letter. If Dinsmore has been engaged to form a corporation, limited liability company, partnership, trust or other entity, subsequent to the formation, Dinsmore will represent the entity formed and not the person or entity that caused such formation.

**3. Relationships With Other Clients**

In representing you, it is important that you receive advice from lawyers who are free from conflicts of interest. We represent a diverse group of clients on a variety of legal matters. Accordingly, it is possible that we represent current clients or may be asked in the future to represent new clients in the same general field of interest or business. We have conducted an internal review and have not identified any conflict of interest implicated by our common representation of you and any other existing client of Dinsmore. We have specifically considered any persons and business you have identified as being adverse in this matter, if any, and found no conflict. However, conflicts of interest are at times difficult to identify and can sometimes arise as a result of client activities or other developments of which we may be unaware. We will make reasonable efforts to identify and resolve those conflict situations and to establish appropriate mechanisms to safeguard your interests. In an appropriate situation, we may provide you with full information regarding a potential conflict of interest and ask you to waive the potential conflict.

**4. Who Will Provide the Legal Services**

The principal attorney contacts for this matter are identified in the engagement letter. Subject to the decision of these principal attorneys, your work or parts of it may be performed from time to time by other lawyers and legal assistants in Dinsmore. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

**5. Responsibilities of the Parties**

Dinsmore will provide those legal services reasonably required to represent the clients and will take reasonable steps to keep clients informed of progress and developments, and to respond

promptly to inquiries and communications. The clients agree to cooperate with Dinsmore, to keep Dinsmore informed of any information and developments which may come to clients' attention, and to abide by these terms. The clients agree to appear at all legal proceedings when Dinsmore deems it necessary, and generally to cooperate fully with Dinsmore in all matters related to the preparation and presentation of the clients' claims. If the clients believe that any portion of the fees payable to Dinsmore may be covered by a policy of insurance, it is the responsibility of clients to bring such policy to the attention of Dinsmore for review.

## **6. Legal Fees**

The time of each attorney who may work on your project may be billed at a differing hourly rate. Each attorney's rate depends on his or her experience and skill for the type of work required by the project, and the novelty and complexity of the issues involved. Paralegals and clerks also have hourly rates. Time spent on a project is recorded on a daily basis. Such time may include research, investigation, telephone calls, travel, conferences, court appearances, preparation, drafting, correspondence and organizing evidence and materials.

## **7. Costs and Litigation Expenses**

Charges, in addition to time charges, will be made for certain items. Examples include charges for travel, postage related to mass mailings or related to certified or registered mail, overnight delivery, deposition or transcript fees, witness fees, filing fees, court costs, messenger service, and secretarial overtime. To aid in the preparation and presentation of the clients' case, it may be necessary to hire expert witnesses, consultants and/or investigators. Dinsmore will select any expert witnesses, consultants or investigators to be hired, after consultation with clients. Dinsmore requires that you pay all third-party vendors for goods and services directly for any charges in excess of \$1,500.

## **8. Payment Terms**

Statements for fees and disbursements will be sent monthly. Payment is due upon receipt. If any balance remains unpaid for more than thirty (30) days, and no arrangements have been made in writing to pay the balance, we reserve the right to postpone or defer providing additional services or to discontinue our representation if your matter and/or case has not reached its conclusion. We may have performed certain legal services and incurred charges before you sign the engagement letter. If so, we will bill for these services and charges in our first statement. We reserve the right to charge a service fee of one percent (1%) per month with respect to any fees and expenses not paid within thirty (30) days.

## **9. Confidentiality and Related Matters**

As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his or her lawyer. We can perform at our best only if we are aware of all information that may be relevant to our representation of you. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, members, directors, managers, partners, trustees or persons or business organizations that have a relationship to you. Of course, we sometimes also represent individuals and persons related to an entity client in matters that we believe do not conflict with the interests of the entity, but any such representation will be the subject of a specific, separate engagement letter.

## **10. Use of E-mail to Transmit Documents**

Dinsmore may use unencrypted e-mail to transmit client documents, believing that e-mail offers a reasonably secure, efficient means of transmitting information. Please advise us if you have highly sensitive information you do not want transmitted in such a manner.

## **11. Use of Your Name**

Subject to any limitations you communicate to us in writing, you agree that we may describe, using solely public information, cases and other matters in which we have acted as your counsel, in informational material, including Dinsmore's web sites. We will not use your name in any such description without your advance consent.

## **12. Termination**

Either clients or Dinsmore may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event of termination of our engagement, we will, at your request, return whatever papers and property you have provided to us. Additionally, we will deliver to you all of the other material in our files relating to our representation of you, to which you are entitled under the applicable rules of professional conduct, provided that we reserve the right to make and retain a copy, at your expense, of all material delivered to you.

Circumstances and types of conduct which may require us to withdraw from representing a client or which will clearly be a basis for our withdrawal include, for example, breach of these terms, client's refusal to cooperate with Dinsmore or to follow Dinsmore's advice on a material matter, or any other fact or circumstance that would render Dinsmore's continuing representation unlawful or unethical. We try to identify in advance and discuss with our clients any situation which may lead to withdrawal, and if withdrawal ever becomes necessary, we will immediately give you written notice of our withdrawal. If permission for withdrawal is required by a court, we will promptly apply for such permission and you agree to engage a successor counsel to represent you.

Unless previously terminated, our representation of you will terminate upon our completion of any services that you have retained us to perform. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time. You agree that unless you engage us after completion of a matter to provide additional advice on issues arising with respect to that matter, Dinsmore has no continuing obligation to advise you in connection with future legal developments pertaining to the matter.

Notwithstanding Dinsmore's withdrawal or the clients' notice of discharge, and without regard to the reasons for the withdrawal or discharge, clients, jointly and severally, will remain obligated to pay Dinsmore for all costs incurred prior to the termination and, in the event that there is any net recovery obtained by clients after conclusion of Dinsmore's services, clients remain obligated to pay Dinsmore for all services rendered prior to the date of withdrawal or discharge.

## **13. Retention of Files**

For various reasons, including the minimization of unnecessary storage expense, Dinsmore generally retains client files for six years after termination of the engagement. After six years, we may destroy or otherwise dispose of any such document or other material without additional notice to you.