

**Montgomery County Land Reutilization Corporation (MCLRC)**  
**Special Board Meeting**  
October 25, 2013

**Attendees:** Carolyn Rice, Treasurer (Chair of the Board)  
Dale Berry, Pres. Washington Twp. Board of Trustees (Board Member)  
Judy Dodge, Montgomery County Commissioner (Board Member)  
John Theobald, Commission Aide to Debbie Lieberman (Commission Representative)  
Maggie Carper, Assistant Prosecuting Attorney, Prosecutor's Office  
Angela Lilly, Treasurer's Office (Secretary)

**Absent (Copies To):** Mathias Heck, Prosecutor (Board Member)  
Doug Harnish, Principle Market Metrics (Board Member)  
Nan Whaley, City of Dayton Commissioner (Board Member)  
Debbie Lieberman, Montgomery County Commissioner (Board Member)  
Paul Robinson, Chief Deputy Treasurer, Treasurer's Office (Treasurer)  
Sam Braun, Finance Manager, Auditor's Office  
John Cumming, Chief of Civil Division, Prosecutor's Office

**Call to Order**

Carolyn Rice, Chair of the Board, noting a quorum, called the meeting to order at 11:12 a.m. A copy of the agenda is attached for reference.

**Order of Business – Engagement Agreement for Legal Services**

Per Carolyn Rice, changes to the agreement (see attached) provided by David Williamson of Bieser, Greer & Landis include one-tenth of an hour billing, with no block billing and to strike section 5 of the agreement altogether. John Theobald moved to accept the amended agreement with the law firm, not to exceed \$50,000 and authorize the Chair of the Board to execute the agreement. The motion was seconded by Dale Berry and approved unanimously by voice vote.

**Order of Business – Employment Assignment and Services Agreement with County Corp**

John Theobald moved to authorize the Chair of Board to execute the Employment Assignment and Services Agreement with CountyCorp upon receiving a majority consensus approval via e-mail. The motion was seconded by Judy Dodge and approved unanimously by voice vote.

**Call to Adjourn**

There being no further business, the meeting was adjourned at 11:26 a.m.

**I hereby certify that the minutes related to the Board of Directors' special meeting of October 25, 2013 set forth above are the minutes approved by the Board of Directors at their meeting of November 12, 2013.**

/s/ Angela Lilly  
Angela Lilly, Secretary  
Montgomery County Land Reutilization Corporation

**Montgomery County Land Reutilization Corporation (MCLRC) Meeting  
Special Meeting Agenda  
October 25, 2013**

**Welcome:** Treasurer Carolyn Rice

**Roll Call**

**Topics:**

- Engagement Agreement for Legal Services
- Employment Assignment and Services Agreement with CountyCorp

**Adjourn**

Client: Montgomery County Land Reutilization Corporation (MCLRC)  
Matter: General Legal Services

### **ENGAGEMENT AGREEMENT**

This agreement is entered into this 25<sup>th</sup> day of October, 2013, by the Montgomery County Land Reutilization Corporation (Client) and David P. Williamson and Bieser, Greer & Landis LLP, 400 PNC Center, 6 North Main Street, Dayton, Ohio 45402 (Attorneys).

1. The Client agrees to and does hereby retain the Attorneys for the purpose of acquiring legal advice and services regarding the Client's business and operations.

2. As compensation for the services of the Attorneys, the Client agrees 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 P. Williamson is \$300.00 per hour. The hourly rates for other attorneys who may work the case are \$250.00-\$400.00 per hour for Partners; \$200.00 per hour for Associates; \$120.00 per hour for law clerks; and, \$110.00 per hour for legal assistants.

3. In addition to the hourly rates referred to in paragraph 2, the Client agrees 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) computer assisted research charges, and computer assisted Lexis research charges. Computer assisted Lexis research charges are at standard rates with an additional mark-up charge which covers firm costs and overhead required to provide computer assisted research. Attorneys may bill the Client 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 Client make advance payment of any estimated expense.

4. The Attorneys will bill the Client on a semi-monthly basis. 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 the time spent performing each activity as well as any expense advanced. The Attorneys will bill in tenths of an hour for any services performed for less than a full hour.

5. Should the Client 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 should the Client fail to pay to the Attorneys or fail to pay the balance of any invoice, the Attorneys reserve and have the right to withdraw from the representation of the Client and to terminate this agreement. The Client 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 Client to terminate this agreement.

Upon termination of this agreement, the Attorneys will prepare an invoice and will apply the deposit to any amount due on the invoice. Within twenty (20) days after receipt of the invoice the Client agrees to pay the balance, if any, of the invoice. If the deposit exceeds the amount of the invoice and any outstanding invoice, the Attorneys will refund the balance of the deposit to the Client.

6. Upon termination of the Attorneys' representation the file will be closed and retained in storage in accordance with the Attorneys' File Retention Policy. Under the current policy the file will be retained for 1 year following closing and will then be destroyed. Client must notify Attorneys before the specified date for destruction if Client wishes to have any information from the file.

CLIENT

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Montgomery County Land Reutilization  
Corporation

By: Carolyn Rice 10/25/13  
Carolyn Rice, MCLRC Chair and  
Montgomery County Treasurer

BIESER, GREER & LANDIS LLP

By: David P. Williamson 10/28/13  
David P. Williamson, Partner