

**PROFESSIONAL SERVICE CONTRACT BETWEEN
THE VILLAGE OF GRANVILLE AND D. MICHAEL CRITES**

PREAMBLE

This Agreement made between the Village of Granville, an Ohio Municipal Corporation (the "Village"), and D. Michael Crites ("Law Director") is made this ____ day of December, 2007. In consideration of the mutual promises contained herein, the parties agree as follows:

1. PURPOSE OF REPRESENTATION

Pursuant to the Village Charter and laws of the State of Ohio, the Village hereby retains D. Michael Crites to serve as Law Director for the Village and its elected and appointed officials. The Law Director shall be responsible for performing any and all duties pursuant to the Village Charter, Village Ordinances, and the laws of the State of Ohio. These services include, but are not limited to, attendance at all regular and special Council meetings; attendance at the following Commission meetings: Planning and Zoning and the Board of Zoning and Building Appeals; researching and drafting of ordinances and agreements; prosecuting upon behalf of the Village all Mayor's Court cases and cases prosecuted by the Village in Licking County Municipal Court as requested or needed; attendance at other board and commission meetings at the request of the Village Manager; providing legal advice to the Mayor, Council, Village Manager and staff as necessary or upon request; attendance at meetings involving the Village with city, county, state and federal officials; review and approve all contracts and ordinances

2. ATTORNEY FEES

Law Director and the law firm of Rich, Crites and Dittmer, LLC shall perform the following legal services on behalf of the Village for a total of twelve thousand dollars (\$12,000), payable beginning January 1, 2008, and ending December 31, 2008, in twelve equal monthly installments of one thousand dollars (\$1,000). The payment for other services shall be as provided hereinafter in this Contract. In the event the Law Director or an Assistant Law Director desires inclusion in PERS for retirement purposes or any other reason, said inclusion shall be permitted as long as the total cost to the Village shall not exceed twelve thousand dollars (\$12,000) during the term of this contract.

- A. Attendance at all Regular and Special Council Meetings;
- B. Attendance at Regular Planning and Zoning Commission and Board of Zoning and Building Appeal Meetings, as requested by the Village Manager.
- C. Reviewing and drafting all routine ordinances and resolutions.

The Law Director and Rich, Crites and Dittmer, LLC shall perform the following routine services at the rate of One Hundred Twenty Dollars (\$125.00) per hour. In addition, law clerk time, if any, will be billed at Sixty Dollars (\$65.00) per hour.

- A. Attendance at all other board and commission meetings upon the request of the Chairman or upon the request of the Village Manager.
- B. Drafting, reviewing and approving all contracts, agreements, leases, legal documents and non routine ordinances, resolutions and proclamations.
- C. Providing legal advice to Village Officials as necessary or upon request, and attending meetings and/or conferences as requested by Village Officials.
- D. Responding to Village Manager and Staff inquiries.
- E. Attendance at meetings with developers and staff.
- F. Attendance at meetings and discussions with City, County, State and Federal officials and other governmental officials.
- G. Attendance at additional meetings not specified under the aforementioned paragraphs.
- H. All other work requested by the Village Manager, Mayor, Council, and/or staff.

3. **A CONFLICT OF INTEREST**

Law Director and Rich, Crites and Dittmer, LLC , in addition to normal conflict checks, will make every conceivable effort to recognize and disclose to the Village any potential conflict or appearance of conflict as to all matters, and particularly with respect to economic issues. In the event a conflict situation arises, Law Director will be responsible for arranging alternate representation with a disinterested law firm.

4. **ASSISTANT LAW DIRECTOR**

Law Director, at his own discretion, shall utilize the services of other attorneys both within and outside the firm of Rich, Crites and Dittmer, LLC, as Assistant Law Director and/or Special Counsel. James Gorry, Joseph Schmansky, Brandy Maas and Allison Crites, who will be sworn in as an attorney on November 5, 2007, shall serve as Assistant Law Directors.

5. **BOND WORK**

It is the anticipation of the Village and Law Department that the Village will contract with another outside law firm for all bond work, and the same will not be the responsibility of Law Director

6. **LITIGATION**

Litigation services are defined as drafting of Complaints, responding to any Complaint that has been filed against the Village, and all appellate and administrative matters. Litigation services shall be provided at an hourly rate of Ohio Hundred Fifty Five Dollars (\$155.00) per hour for the Law Director or any affiliate of his firm with more than fifteen (15) years experience; at the rate of One Hundred Thirty Dollars (\$130.00) per hour for any affiliate of his firm with between six (6) and fifteen (15) years experience; and at the rate of One Hundred Five Dollars (\$105.00) per hour for any affiliate of his firm with less than six (6) years experience. In addition, paralegal and law clerk time, if any, will be billed at Sixty-Five Dollars (\$65.00) per hour.

7. **VILLAGE PROSECUTION SERVICES**

Law Director and Rich, Crites and Dittmer, LLC shall handle the prosecutions in Granville Mayor's Court, Attorney time on behalf of the Village shall be at an hourly rate of One Hundred Five Dollars (\$105.00) per hour. Paralegal and law clerk time, if any, will be billed at Sixty-Five Dollars (\$65.00) per hour. Joseph Schmansky, Brandy Maas and Allison J. Crites, when sworn in as attorney at law, shall serve as Village Prosecutors in Granville Mayor's Court. The Newark City Law Director's Office shall handle the prosecutions in Licking County Municipal Court of all Granville cases and all appeals related thereto on behalf of the Village at fixed rate of \$15,000 per year payable in twelve equal monthly installments of \$1250.00. In the event of a conflict by the Newark City Law Director's Office on any Granville Prosecution in Licking County Municipal Court, the Law Director, upon request by the Newark City Law Director, shall handle the prosecution at an hourly rate consistent with the hourly rates charged the Village in Granville Mayor's Court.

8. **TAX COLLECTIONS**

Law Director and Rich, Crites and Dittmer, LLC, at the request of the Village Manager, shall pursue collection on tax accounts at a contingent fee rate of twenty-five percent (25%).

9. **EXPENSES**

Court costs and all reasonable expenses incurred by Law Director and his firm shall be billed to the Village. Such expenses include, without limitations, funds advanced on behalf of the Village, telephone costs, postage, copying costs, on-line legal research costs, travel, parking, lodging, deposition and discovery costs, including court costs except as may otherwise be provided. The Village shall in no circumstance be responsible for any expenses or time incurred for travel to and from the Village in furtherance of Village business.

10. **TERMS OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2008, through December 31, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement.

VILLAGE OF GRANVILLE

December 28, 2007
Date

By: Don E. Holycross
Don Holycross
Village Manager

RICH, CRITES AND DITTMER, LLC

December 28, 2007
Date

By: D. Michael Crites
D. Michael Crites
Village Law Director