

**PROFESSIONAL SERVICE CONTRACT BETWEEN
THE VILLAGE OF GRANVILLE AND MICHAEL J. KING**

PREAMBLE

This Agreement made between the Village of Granville, an Ohio Municipal Corporation (the "Village"), and Michael J. King ("Law Director") is made this 18th day of December, 2013. 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 Michael King 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, as requested, at the Planning and Zoning and the Board of Zoning and Building Appeals' meetings; researching and drafting of ordinances and agreements; prosecuting upon behalf of the Village, 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, as requested, 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 his law firm shall perform the following legal services on behalf of the Village at an annual salary of \$73,080.00. As a Village of Granville employee, the Law Director shall be a member of OPERS in accordance with Ohio law. The Law Director agrees to:

- A. Attend all Regular and Special Council Meetings;
- B. Attend Regular Planning and Zoning Commission and Board of Zoning and Building Appeal Meetings, as requested by the Village Manager; and
- C. Review and draft all routine ordinances and resolutions.
- D. Attend all other board and commission meetings upon the request of the Chairman or upon the request of the Village Manager;
- E. Draft, review and approve all routine contracts, agreements, leases and legal documents;
- F. Provide legal advice to Village officials as necessary or upon request, and attend meetings and/or conferences as requested by Village officials;
- G. Respond to Village Manager and staff inquiries;
- H. Attend meetings with developers and staff;
- I. Attend meetings and discussions with City, County, State and Federal officials and other governmental officials;
- J. Attend additional meetings not specified under the aforementioned paragraphs; and
- K. Complete routine other work requested by the Village Manager, Mayor, Council, and/or staff.

3. **A CONFLICT OF INTEREST**

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

4. **ASSISTANT LAW DIRECTOR**

Law Director, at his own discretion, may utilize the services of other attorneys both within and outside of his law firm to provide the contracted legal services identified in Section 2 at the contract rate specified therein.

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 the 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 Dollars (\$150.00) per hour for the Law Director or any affiliate of his firm. In addition, law clerk and paralegal time, if any, will be billed at Seventy Dollars (\$70.00) per hour.

7. **VILLAGE PROSECUTION SERVICES**

Law Director shall handle the prosecutions in Granville Mayor's Court. Law Director, at his sole discretion, shall utilize the services of other attorneys both within and outside his law firm to 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 \$15,000.00 per year payable in twelve equal monthly installments of \$1,250.00 payable directly to the City of Newark Law Director's Office. However, the Law Director and Village Manager will review that arrangement during the first half of 2014. 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 in the Village in Granville Mayor's Court.

8. **EXPENSES**

Court costs and all reasonable expenses incurred by the 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 and 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.

9. **TERMS OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2014, through December 31, 2014.

IN WITNESS WHEREOF, the parties have executed this Agreement.

VILLAGE OF GRANVILLE

Date

By: _____
Steve Stilwell
Village Manager

Date

By: _____
Michael J. King
Village Law Director