

LAW DIRECTOR'S CONTRACT

This Agreement is entered into this ___ day of March, 2008 by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio ("State") and duly organized and validly existing under the Constitution and Laws of the State and Thomas A. Kelly, an attorney at law licensed in the State of Ohio and in good standing with the Ohio State Bar Association (hereinafter "the Law Director").

ARTICLE 1

SERVICES TO BE PERFORMED BY LAW DIRECTOR

A. The Law Director shall receive a retaining fee ***in an amount as provided by Ordinance of Council*** ~~of \$50,000 per annum (calendar year)~~ effective on or after March 1, 2008, plus an additional monthly allowance of \$100.00 for secretarial and office expenses, and shall have the option of receiving healthcare benefits to include medical, dental and eye care, the premiums which shall be fully paid for by the City. The retaining fees shall be paid on a monthly basis commencing upon the effective date of this agreement, and the amounts shall be subject to the contribution by the Law Director to OPERS. In consideration for the above compensation and benefits, the Law Director shall perform the following services:

1. Provide counsel to the Council, Planning Commission, Board of Zoning Appeals, and Charter Review Commission including attendance at all regular, adjourned, special meetings, any caucus conducted before said meetings; and all executive sessions of Council, Planning Commission and Charter Review Commission; and
2. Prepare all legislation for the City, excepting legislation prepared by Council approved special counsel; and
3. Review all legislation for the City; and
4. Provide legal counsel to the Mayor, Council, City department heads, and boards and commissions; and
5. Serve as Chief Prosecutor for all criminal, traffic or administrative matters incidental to the enforcement of any of the codified criminal or traffic ordinances of the City or the laws of the State of Ohio; and
6. Supervise other members of the law department, subordinate counsel and all outside counsel; and

7. Attend Charter Review Commission and Planning Commission meetings; and
8. Oversee and adhere to the approved Law Department portion of the approved Appropriation Ordinance. Law Director shall be entitled to request additional appropriation as justified subject to approval by council.

B. 1) The Law Director shall be entitled to additional compensation for additional services performed by any member of the Law Department not covered by the base salary. The Law Director shall be entitled to be paid at an hourly rate for said additional services according to the following schedule:

Law Director	\$75.00 per hour
First Assistant	\$65.00 per hour
Second Assistant	\$60.00 per hour

2) The Law Director shall submit itemized bills on a monthly basis to the City Finance Director. Said billings shall be itemized detailing the identity of the person who performs each work item and shall be in increments of one-tenth of an hour not to exceed one hundred twenty (120) billable hours per month except that in no event shall the hourly billings exceed 1066 billable hours per calendar year. It is agreed and understood that payment for additional services shall not exceed \$80,000.00 in any given calendar year.

3) The payment for additional services limitation amount (hourly rate, number of billable hours, and dollar amount limitation) is subject to annual review and may be adjusted by timely request from the Law Director, approval of the Mayor and approval of a majority of Council by motion at any regular meeting or special meeting. Any change in this amount shall be reduced to writing as an addendum hereto and signed by the Law Director, Mayor, President of Council, and Director of Legislative Services.

4) In the event that the Law Director's billable hours for additional services exceed the annual hourly limitation appropriated in any calendar year during the term of this agreement, it is understood that no additional compensation beyond the amount stated or subsequently agreed to in paragraph B(1) above per calendar year shall be due or paid for said calendar year.

5) The additional services subject to hourly billable compensation are:

- a. Representation of the City (including any elected official, officer, director, employee or agent acting in their official capacity) in all civil litigation; administrative hearings including but not limited to labor, disciplinary, zoning (except at Planning Commission and BZA meetings only), workers compensation, or subsequent appeals; disciplinary procedures, including

collective bargaining agreement procedures and/or arbitration procedures and/or mediation procedures, suits or other proceedings instituted by or against the City (including any elected official, officer, director, employee or agent) in any court of record or any governmental agency and including any subsequent appeals.

- b. At the request of a Council member, attend any regular or special meetings conducted by the various Council Committees; or attend any meetings of any other municipal boards or commissions; attendance at meetings of the Charter Review Commission, Planning Commission, and BZA is excluded from compensation as additional services; and
- c. Upon approval of Council by majority vote on motion at any regular meeting or special meeting, any other legal services not specifically designated to be covered under the Law Director's base salary.

ARTICLE 2

MISCELLANEOUS PROVISIONS

- A. The Law Director shall require, whenever possible, all litigation expenses including but not limited to court costs, electronic research, deposition costs, expert witness fees, exhibit preparation expenses, arbitration or mediation fees, arbitrator or mediator fees and court reporter fees to be billed directly to and paid by the City Finance Department.
- B. The Law Director may employ, with the approval of Council by ordinance, other licensed attorneys and/or other reputable law firms to represent the City in legal matters requiring such representation at a flat fee or hourly rate that conforms to the legal fee policy of the municipality and which is subject to the approved appropriation ordinance limitation. Further, other law firms may represent the City when such representation is provided by an insurance carrier of the City for appropriate litigation matters.
- C. The Law Director may designate one or more licensed, practicing attorneys of the Law Department to attend the meetings of either Council, Council committees or other municipal boards or commissions when the Law Director is otherwise unavailable.
- D. The Law Director may terminate this agreement upon service to the Mayor a written notice of termination not less than sixty (60) days prior to the effective date of termination. The City may terminate this agreement, without cause, upon serving written notice to the Law Director at his office or home address not less than sixty (60) days prior to the effective date of said termination and by obtaining official concurrence of two-thirds (2/3) of the Members of City Council and approval of the Mayor.
- E. This agreement shall be construed and governed by Ohio law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the
aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

Mayor Robert A. Stefanik

Thomas A. Kelly
Attorney at Law

Laura J. Haller
Director of Legislative Services

Amended by Ordinance 08-182