

RESOLUTION NO. 2000-42

**RESOLUTION APPOINTING DONALD L. CRAIN AS TOWNSHIP
LAW DIRECTOR AND AUTHORIZING THE TOWNSHIP
ADMINISTRATOR TO EXECUTE A COMPENSATION
AGREEMENT WITH DONALD L. CRAIN AND FROST BROWN
TODD LLC FOR LEGAL SERVICES RELATED TO THE
POSITION OF LAW DIRECTOR**

WHEREAS, on the basis of 17 years representing West Chester Township, Butler County, Ohio and his extensive knowledge, experience and expertise representing public bodies, governments, and public agencies, the Board hereby appoints Donald L. Crain, Frost Brown Todd LLC, as Law Director for West Chester Township, Butler County, Ohio effective February 1, 2001; and

WHEREAS, under the terms of this appointment for legal services, Donald L. Crain will be assisted by other members of the law firm of Frost Brown Todd LLC; and

WHEREAS, it is necessary and proper to enter into an agreement with Donald L. Crain and Frost Brown Todd LLC, specifying the billing agreement and engagement terms for the period from February 1, 2001 to January 31, 2002 and, thereafter if extended by the parties.

NOW, THEREFORE, BE IT RESOLVED by The Board Of Trustees, West Chester Township, Butler County, Ohio:

Section 1. The Board of Trustees, West Chester Township, Butler County, Ohio hereby authorizes and directs the Township Administrator to execute an agreement, substantially in the form of the attached Agreement which is incorporated herein by reference, with Donald L. Crain, Frost Brown Todd LLC, specifying the billing agreement and engagement terms for the position of Law Director at a rate of \$175.00 per hour for legal services.

Adopted the 9th day of January, 2000

ATTEST:

Patricia Williams
Patricia Williams, Township Clerk

Jose Alvarez Yes
Jose Alvarez

David Tacosik Yes
David Tacosik

APPROVED AS TO FORM:

Donald L. Crain
Donald L. Crain, Law Director

Catherine Stoker Yes
Catherine Stoker

December 19, 2000	First Reading
Date	
	Emergency Reading
Date	
January 9, 2001	Second Reading
Date	
<i>1/15/01 Journal News</i>	First Publication
Date and Newspaper	(After Approval)
<i>1/24/01 Pulse Journal</i>	
Date and Newspaper	
<i>1/22/01 Journal News</i>	Second Publication
Date and Newspaper	(After Approval)
<i>1/31/01 Pulse Journal</i>	
Date and Newspaper	
<i>1/1/01 Patricia Williams</i>	Certificate of Publication
Clerk Signature & Date	

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT, by and between **WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO** (hereinafter "Township"), acting by and through its Township Administrator, David R. Gully, 9100 Centre Pointe Drive, Suite 280, West Chester, Ohio 45069, and **FROST BROWN TODD LLC** (hereinafter "Firm"), acting by and through its Partner, Donald L. Crain, Frost Brown Todd LLC, 300 North Main Street, Suite 200, Middletown, Ohio 45042,

W I T N E S S E T H:

WHEREAS, the Township wishes to retain the services of Donald L. Crain, Attorney at Law, of the firm of Frost Brown Todd LLC to serve as the Township Law Director; and

WHEREAS, in connection with the services of Donald L. Crain serving as the Township Law Director, the Township also wishes to retain the services of other members of the Firm to provide additional legal services as determined by the Township and Mr. Crain based upon the expertise required in a given matter; and,

WHEREAS, the Firm and Donald L. Crain have substantial knowledge, experience and expertise representing public bodies, governments, and public agencies, and are well qualified to perform such services; and

WHEREAS, the services to be provided by the Firm and Donald L. Crain, are professional and non-competitive in nature;

NOW, THEREFORE, BE IT AGREED by and between the Township and Donald L. Crain and the Firm as follows:

1. General Services.
 - A. Township Law Director. The Firm and Donald L. Crain, through the services of Donald L. Crain, under the direction and at the request of the Township Administrator and the Board of Trustees will provide the Township with general legal services as required by law. Such services shall include, but are not limited to:
 1. Attendance at regular and special Trustee meetings and provision of legal direction on such matters that arise at Trustee meetings;
 2. Overall supervision of legal services provided to the Township. Coordination of legal needs with the Board of Trustees and Administration;
 3. Preparation of most resolutions required for Trustee meetings and review of resolutions prepared by the Administration;

4. Attendance at various administrative meetings as requested by the Township or its Township Administrator;
 5. On-call availability to the Board of Trustees, Township Administrator and Police Department Administration to give immediate legal advice, day or night;
 6. Review of any contracts for services or purchases for legal form and content; and,
 7. Provide any and all other legal advice, as requested or referred by the Township Administrator or the President of the Board of Trustees subject to the provisions below.
- B. Criminal Matters. No criminal matters are subject to this Agreement and are the sole province of the Butler County Prosecutor's office.
- C. Fees. The Firm's charges for the provision of the services of the Township Law Director and other partners, associates, counsel and staff attorneys shall be at a flat rate of \$175.00 per hour, payable in monthly installments, plus reasonable expenses as determined by the Township Administrator. In addition, should the services of Firm paralegals, clerks or other non-attorney personnel be necessary, such charges will be at the standard rate charged by the Firm to other clients. Effective August 1, 2001 the \$175.00 hourly rate shall increase to \$185.00.
- D. Monthly Retainer. The Township agrees by the 15th of each month beginning February 15, 2000 that it will forward a monthly retainer of \$6,000.00 to be applied to time charges for the month of February, and each successive month thereafter. The Firm will bill for each month within 15 days after the completion of the month accounting for any time charges lesser than or in addition to the retainer amount. If the Firm's time charges for any given month is less than the \$6,000.00 retainer, the difference shall count as a credit toward the Firm's charges for the following month's services.
2. Zoning Legal Services. In recognition of the fact that West Chester Township has used the firm of Manley, Burke & Fisher ("Manley") for zoning related services since 1990, and the fact that such firm has a unique knowledge of Township zoning regulations and related matters, the Township Law Director and West Chester Township agree that zoning matters will be referred to Manley, Burke & Fisher during the term of this Agreement and that the Law Director and the Firm will not have legal responsibility to approve, review or supervise these services, except as expressly requested by the Township Administrator or the Board of Trustees, or in cases where Manley may have a conflict of interest, in which case such matters will be referred to the Township Law Director.

3. Insurance Defense Litigation.
 - A. West Chester Township, Butler County, Ohio insures against certain risks which may inevitably result in litigation. It is agreed that the Law Director and the Firm shall have responsibility for supervising these matters if handled by counsel designated by the insurance carriers and that such time may be charged to West Chester Township under paragraph 1, above.
 - B. In cases where the Township Law Director and the Township Administrator deem it appropriate for the Firm to represent the Township and/or its employees in matters where insurance coverage is available, the Firm and the Township agree that, for the duration of this Agreement, the Firm will perform those services in lieu of counsel normally appointed by the insurance carrier at a rate not to exceed \$175.00 per hour, with the Township paying the difference between the hourly rate for legal services paid by the insurance carrier and \$175.00, together with any normal or customary expense charges which may be beyond charges directly authorized or paid by the carrier. Effective August 1, 2001 the \$175.00 hourly rate shall increase to \$185.00.
4. Employment of Associates. The Township recognizes that it is hiring Donald L. Crain as Law Director and the Firm to provide legal services to the Township. Accordingly, the Township also recognizes that the Township Law Director's partners and associates will be assisting him from time to time as the Township's needs mandate. The Township, therefore, authorizes the Law Director to engage the services of those partners, associates and other Firm personnel on the same basis that the Firm would afford to other clients, subject to the provisions above. The Township further recognizes that the compensation of those individuals in accordance with the terms of this Agreement are fair and reasonable. The Township Law Director shall not receive any distributive share of the amounts paid by the Township for the services of these associates, partners and other Firm personnel under this Provision.
5. Effective Date. This Agreement shall be effective from February 1, 2001 through January 31, 2002 and from year to year thereafter if written notice of cancellation is not served by one party on the other within 30 days of January 31. The parties may alter or amend this Agreement in writing signed by the parties or their agent Donald L. Crain for the Firm and David R. Gully for West Chester Township, Butler County, Ohio.
6. Term of Township Law Director. Pursuant to appointment by the Township Trustees, Mr. Donald L. Crain shall be appointed Township Law Director for an indefinite term.
7. Conflicts. The Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to its work for the Township. The Township hereby agrees to waive any present or future conflicts regarding the same. The Firm agrees, however, that the prospective consent to conflicting representation reflected in the preceding sentence shall not apply in any instances where, as the result of the Firm's representation of the Township, the Firm has obtained sensitive, proprietary or otherwise confidential information that, if known to

any such other client of ours, could be used in any such other matter by such client to the material disadvantage of the Township and/or any of its individual officers or entities represented by those officers or agents.

8. Independent Contractor Status. The Township Law Director and partners and employees of the Firm are independent contractors, not employees, of the Township, and are therefore not entitled to the benefits accorded to regular full-time Township employees.
9. Cancellation. This Agreement may be cancelled by either party upon thirty (30) days written notice at the addresses listed above.

IN WITNESS WHEREOF, West Chester Township, Butler County, Ohio, acting through its Township Administrator, David R. Gully, and Frost Brown Todd LLC, acting through its authorized agent, Donald L. Crain, hereunto subscribed their names, this 23rd day of January, 2001.

WEST CHESTER TOWNSHIP,
BUTLER COUNTY, OHIO

FROST BROWN TODD LLC

By: David R. Gully
David R. Gully, Township Administrator

By: Donald L. Crain
Donald L. Crain, Township Law Director