

**A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT WITH WALTER | HAVERFIELD LLP FOR PROFESSIONAL LEGAL SERVICES, AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a First Amendment to the 2019 agreement with Walter | Haverfield LLP for professional legal services that was authorized by Resolution 91-2018, substantially in accordance with the amendment attached hereto as Exhibit "A" and fully incorporated herein as if by reference.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees or subcommittees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to provide for continuous professional legal services for the Village through the 2020 Council organizational meeting and the first month of the new Mayoral administration; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 12-17-19

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

Dated: 12/17/19

2. **Compensation for Routine Services.**
  - (a) Richfield shall pay to Walter | Haverfield a retainer of Four Thousand Two Hundred Dollars (\$4,200.00) per month.
  - (b) William R. Hanna shall be employed as the Law Director for the Village at a salary of Five Thousand Five Hundred and Fifty Dollars (\$5,550.00) per month, which shall be earnable salary for PERS purposes and reported as W-2 (or equivalent) wages, payable to Hanna. Hanna shall work an average of forty (40) hours per month for the salary identified herein.
3. **Litigation.** Litigation is defined as work performed in preparing or conducting pleadings, written or oral discovery or any motion practice, and attendance at hearings or other events before judges, magistrates, arbitration panels, court staff members or juries, and all post judgment activities including all appellate work. "Litigation" includes all work performed in response to Ohio Revised Code Chapter 2506 appeals. "Litigation" shall not include routine services regarding worker's compensation matters (e.g. an evaluation of a claim or conference with the Village's TPA), but would apply to preparation for and attendance at administrative hearings or representation in a workers compensation appeal to common pleas court. For Litigation matters, Walter | Haverfield will charge a discounted rate of \$205.00 per hour for partners of the Firm and \$170.00 per hour for associate attorneys.
4. **Billing.** Walter | Haverfield shall bill Richfield monthly for all Routine Services, Litigation and Additional Projects, which billings shall set forth the date the services were rendered, the time devoted to the service recorded in tenth-of-an-hour increments, the attorney performing such services, and a brief description of the services provided.
5. **Term.** The rates set forth in this Agreement shall take effect and be in force from January 1, 2019, through December 31, 2019. Either Party may terminate this Agreement, however, upon providing to the other party thirty (30) days' notice of its intent to terminate the Agreement, and subject to Walter | Haverfield's compliance with applicable professional and ethical requirements. The parties may meet to review the volume of Routine Services and the appropriateness of the compensation for Routine Services at any time, and this contract may be modified following such meeting, but not more frequently than two times per year, as set forth in Section 6(h).
6. **Miscellaneous Provisions.**
  - a. **Additional Projects.** Subject to agreement of both Parties, Walter | Haverfield may undertake Additional Projects, which are outside the scope of the Routine Services, on a flat fee or hourly basis. For Additional Projects that are billed hourly, Walter | Haverfield will offer the hourly rates offered above for Litigation, unless a different rate is agreed upon by Walter | Haverfield and Richfield. Unless a different method is directed by the Mayor, Walter | Haverfield will generate letters containing a brief description of litigation matters as described in Section 3 and Additional Projects under this Section 6(a), which the Mayor may sign for purposes of acknowledging the billing arrangements.

- b. **Expenses.** For work outside the scope of routine matters, Walter | Haverfield shall also be reimbursed for out-of-pocket expenses incurred in connection with litigation and additional projects, including, but not by way of limitation, long-distance telephone charges, computer-assisted research, copying charges, telegrams, messenger services, and long-distance travel.
- c. **Applicable Laws.** Walter | Haverfield shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.
- d. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following addresses:

If to the Village of Richfield:

Mayor Bobbie Beshara  
Village of Richfield  
4410 West Streetsboro Road  
Richfield, OH 44286

If to Walter | Haverfield:

William R. Hanna  
Walter | Haverfield LLP  
The Tower at Erieview  
1301 East Ninth Street, Suite 3500  
Cleveland, OH 44114-1821

- e. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- f. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

- g. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.
- i. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

VILLAGE OF RICHFIELD

By: Bobbie Baslow  
Its Mayor

And: Sandy Dink  
Its Finance Director


WALTER & HAVERFIELD LLP

By: William R. Hanna  
William R. Hanna

Authorized by Resolution No. 91-2018, passed December 18, 2018.

**CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned fiscal officer of the Village hereby certifies that the moneys required to meet the obligations of the Village during the year 2019 under this Agreement have been lawfully appropriated by the Council of the Village for such purposes and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Revised Code.

  
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Director of Finance, Sandy Turk

1-11-19  
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Date

