

RESOLUTION NO. 9 -2005

Offered by: All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH DUVIN, CAHN & HUTTON FOR PROFESSIONAL LEGAL SERVICES AND DECLARING AN EMERGENCY.

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 an agreement with Duvin, Cahn & Hutton for professional legal services, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. 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 be able to utilize the services of Duvin, Cahn & Hutton as soon as possible in connection with labor relation matters; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect and be in force 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: 2-15-2005

*Bubba Leupold*  
President of Council

*Michael Hayes*  
Mayor

Dated: 2/15/05

ATTEST:

*Carolyn E Sullivan*  
Clerk of Council

## VILLAGE OF RICHFIELD AGREEMENT

This Agreement entered into this 17<sup>th</sup> day of February, 2005, by and between the Village of Richfield, Ohio (hereinafter referred to as the "Village") and Duvin, Cahn & Hutton, 1301 East Ninth Street, 20th Floor, Cleveland, Ohio 44114 (hereinafter referred to as "DCH") for the provision of professional legal services and collective bargaining for the Village of Richfield, Ohio.

WHEREAS, the Village is in need of a professional labor relations specialist to provide comprehensive labor relations assistance relating to the organization of the above police and fire departments and, if necessary, to negotiate an initial agreement on behalf of the Village with either or both unions.

WHEREAS, DCH has the skills, experience and staffing available to provide these services to the Village.

THEREFORE, in consideration of the mutual covenants contained herein, the Village and DCH do hereby agree as follows:

### 1. GENERAL SERVICES

- A. Comprehensive advisory assistance regarding legal issues involving possible recognition of a union in the police and/or fire departments of Richfield, Ohio, and subsequent advisory assistance regarding collective bargaining, including drafting proposals in preparation for collective bargaining;
- B. Negotiate an initial collective bargaining agreement;
- C. Defend the Village in any grievance, arbitration or legal proceeding including employment-related matters that may be assigned;
- D. Assist the Village in administering the collective bargaining agreement;
- E. Direct, assist and advise Village Staff in the fulfillment of labor relations responsibilities; and

F. Any other tasks as assigned by the Village, provided, that no task shall be undertaken without prior instruction from the Village.

2. **ANTI-DISCRIMINATION**

DCH hereby agrees that in the employment of any assisting personnel, skilled or unskilled, for the purpose of meeting the terms of this Agreement, there shall be no discrimination exercised against any person because of race, color, religion, age, handicap, or national origin. Violation of this term shall be deemed a material breach of this Agreement.

3. **COMPENSATION AND METHOD OF PAYMENT**

DCH shall invoice the Village for services rendered within the scope of this Agreement. DCH shall invoice the Village on a monthly basis pursuant to the agreed upon proposed rate schedule attached hereto and fully incorporated herein. Invoices shall be itemized by person reflecting attributable billable hours.

4. **TERMINATION**

In the event this Agreement is terminated, thirty (30) days' written notice will be given by the terminating party to the other party. DCH will provide all services required by this Agreement to the date of termination, and provide cooperation in any transition of legal services.

Under no circumstances will the Village be responsible for any type of penalty payment upon the cancellation of this Agreement. DCH will, however, be paid for all services rendered to the date of termination.

5. **PROVISION CONCERNING CERTAIN WAIVERS**

Subject to applicable law, any right or remedy which the Village may have under this Agreement may be waived in writing by the Village if, in the judgment of the Village, this Agreement, as modified, will still conform to the terms and requirements of the pertinent laws.

6. **WHEN RIGHTS AND REMEDIES NOT WAIVED**

In no event shall the making by the Village of payment to DCH constitute or be construed as a waiver by the Village of any breach of covenant, or any default which may exist on the part of DCH, and the making of any such payment by the Village while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Village in respect to such breach or default.

7. VILLAGE NOT OBLIGATED TO THIRD PARTIES

The Village shall not be obligated or liable hereunder to any party other than DCH.

8. MODIFICATIONS

By mutual consent of the Village and DCH, this Agreement may be modified whenever such modifications are deemed necessary. Any such modification to this Agreement shall be reduced in writing and signed by both parties.

9. TERM OF AGREEMENT

This agreement shall be for a period of time commencing February 1<sup>5</sup>/<sub>x</sub>, 2005, through December 31, 2006.


Any notices or invoices required by this Agreement shall be sufficient if sent by the parties through the U.S. Mail, postage paid, to the addresses below:

**MICHAEL LYONS, MAYOR  
VILLAGE OF RICHFIELD  
4410 W. STREETSBORO ROAD  
RICHFIELD, OHIO 44286**

**MARC J. BLOCH  
DUVIN, CAHN & HUTTON  
1301 EAST NINTH STREET, 20TH FLOOR  
CLEVELAND, OH 44114**

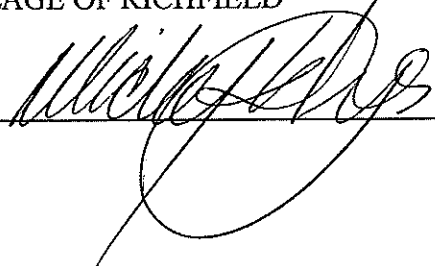
IN WITNESS WHEREOF, the Village and DCH execute this Agreement as of the date first written above.

DUVIN, CAHN & HUTTON

By:   
Marc J. Bloch

Date: Feb 3, 2005

VILLAGE OF RICHFIELD

By: 

Date: 2/17/05

258854

LAW OFFICES OF  
**DUVIN, CAHN & HUTTON**

A LEGAL PROFESSIONAL ASSOCIATION

ERIEVIEW TOWER  
20TH FLOOR  
1301 EAST NINTH STREET  
CLEVELAND, OHIO 44114

216/696-7600  
FACSIMILE: 216/696-2038  
WEB ADDRESS:  
WWW.DUVINLAW.COM

**PUBLIC SECTOR AND NON-PROFIT RATES**

Effective January 1, 2004

Robert P. Duvin	300	Lisa A. Wallace	165
Stephen J. Cahn	260	James P. Smith	165
Lee J. Hutton	260	Patrick Lewis	165
Marc J. Bloch	260	Stephanie L. Seeley	165
Andrew C. Meyer	265	Lisa A. Orlando	165
Martin S. List	260	Richard D. Porter	165
Craig M. Brown	265	Meredith Lobritz	165
Frank W. Buck	260	Kathy Scadden	165
Neal B. Wainblat	260	Daniel M. Connell	165
John T. Billick	240	Emily Fiftal	165
Kenneth B. Stark	260	Lynda L. Kovach	165
Robert M. Wolff	260		
Sue Marie Douglas	250		
Stephen J. Sferra	260	James L. Davis	145
Christine C. Covey	260	Beth Riebe	135
Jon M. Dileno	265	Ann Humphrey	135
Suellen Oswald	260	Jody Staska	135
Janette M. Louard	235	Donna Fabris	135
Kathleen M. Kordeleski	220	Tammy Rhodes	100
Kenneth D. Schwartz	220		
Michael T. Pearson	220		
Bradley A. Sherman	220	Clerks	135
Barry Y. Freeman	220		
Jeffrey Belkin	295		
Linda Hauserman Harrold	205		230281
Mark V. Webber	220		
Lisa F. Mann	220		
M. Terence Cawley	220		
Jonathan S. Forman	195		
Patricia S. Conti	195		
Fredrick Englehart	195		
Heidi L. Alten	180		
Shannon K. Patton	170		
Bonnie L. Kristan	170		
Timothy S. Anderson	170		
Jeremy J. Sharp	165		