

ORDINANCE NO.: 108 -2014
INTRODUCED BY: Mayor Roche

AN ORDINANCE APPROVING THE MAYOR’S APPOINTMENT OF R. TODD HUNT AS DIRECTOR OF LAW, AND SARA J. FAGNILLI AS ASSISTANT DIRECTOR OF LAW, AND RETAINING WALTER | HAVERFIELD LLP FOR THE PROVISION OF LEGAL SERVICES TO THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, Article VI, Section 2, of the Charter provides that the Mayor shall appoint the Director of Law with the approval of a majority of the members of Council; and

WHEREAS, said Section 2 also provides for assistants to the Director of Law as Council may provide; and

WHEREAS, the Mayor has appointed R. Todd Hunt to be the Director of Law , and Mr. Hunt has previously served the City as its Director of Law in a satisfactory manner from August 1, 1995 through May 14, 2014; and

WHEREAS, the Mayor desires to appoint Sara J. Fagnilli as an Assistant Director of Law and Mrs. Fagnilli has satisfactorily served the City as special legal counsel from June 11, 2014 to the present; and

WHEREAS, this Council desires to approve the appointments of Mr. Hunt as Director of Law and Mrs. Fagnilli as Assistant Director of Law, along with the authorization of an agreement for legal services with the law firm of Walter | Haverfield LLP in Cleveland, of which Mr. Hunt is a partner and Mrs. Fagnilli is an employee, based upon the outstanding service provided to the City by the law firm over the past 19 years and that the terms of the compensation and terms of the agreement provided for herein are fair and reasonable to the City and that the legal services are a necessity;

NOW, THEREFORE, Be It Ordained by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: Council approves the Mayor’s appointment of R. Todd Hunt as Director of Law, to be effective November 1, 2014.

Section 2: Council approves the appointment by the Mayor of Sara J. Fagnilli as an Assistant Director of Law, to be effective November 1, 2014.

Section 3: The Mayor is authorized and directed to enter into an agreement with R. Todd Hunt, Sara J. Fagnilli, and the law firm of Walter | Haverfield LLP for legal services as set forth in the Agreement which is attached hereto as “Exhibit A” and fully incorporated herein by reference.

Section 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees 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 5: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, and for the further reason that it is immediately necessary for this Ordinance to take effect for the continued provision of essential legal services to the City. Therefore, provided this Ordinance receives the affirmative vote of five members of the Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect from and after the earliest period allowed by law.

PASSED: _____

David H. Roche, Mayor

APPROVED: _____

ATTEST: _____
Betsy Traben, Clerk of Council

Eloise Cotton Henry, President of Council

EXHIBIT A

AGREEMENT

THIS AGREEMENT entered into at Richmond Heights, Ohio, as of the 1st day of November, 2014, by and between the City of Richmond Heights, a municipal corporation, duly organized and existing under the laws of the State of Ohio (hereinafter called the "City"), and R. Todd Hunt, Attorney at Law, Sara J. Fagnilli, Attorney at Law, and Walter | Haverfield LLP, 1301 East Ninth Street, Suite 3500, Cleveland, Ohio 44114-1821.

WITNESSETH

That in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The Mayor of the City has appointed R. Todd Hunt to be the City's Director of Law and R. Todd Hunt enters into said employment and agrees to perform the functions of the Director of Law set forth in the Charter and ordinances of the City and this Agreement; this Agreement is subject to the City Council's approval and of the appointment of the Director of Law.

2. The City Council has provided for an Assistant Director of Law through its ordinance and authorization of this Agreement who shall be Sara J. Fagnilli and Sara J. Fagnilli enters into said employment terms pursuant to the ordinance and this Agreement.

3. The City will:

(a) Pay R. Todd Hunt a salary of Thirty-Three Thousand Dollars (\$33,000.00) and Sara J. Fagnilli a salary of Twenty Thousand Dollars (\$20,000.00) per year, payable in twelve equal monthly installments by the last day of each month, commencing November 1, 2014, for:

- Attendance at all semi-monthly regular Council meetings and when requested, such special meetings of Council, and meetings of the Planning Commission, Zoning Board of Appeals, Architectural Board of Review, Civil Service Commission, and other administrative bodies of the City;
- Preparation of legislation, preparation of standard contracts and legal documents (subject to the provisions of Section 3(b) hereof);
- Attendance at such occasional conferences and meetings as may be necessary;
- Furnishing legal advice to the officials, administrators, departments, boards or commissions of the City; and
- Those legal services not set forth in Section 3(b) hereof,

(b) For:

- The preparation and supervision of the proceedings for the construction and financing of all improvements of the City requiring the issuance of notes and bonds of the City except to the extent that such charges are to be borne by the purchaser of such notes and bonds pursuant to agreement with the City;
- Assessments for public projects;
- Charter review and revision;
- Drafting new codes and major revisions of existing codes within the Codified Ordinances;
- Civil court litigation and appeals;
- Proceedings before non-City administrative boards or tribunals;

- Labor negotiations (including negotiations and preparation therefor, fact-finding, conciliation, arbitrations and mediations);
- Drafting of complex contracts and the negotiations of same (generally exceeding six (6) hours); and
- Significant economic development projects;

the City shall pay Walter | Haverfield LLP for the services of R. Todd Hunt and other attorneys at the firm at the rate of One Hundred Fifty Dollars (\$150.00) per hour, and for the services of non-attorney legal assistants at the rate of Ninety Dollars (\$90.00) per hour, upon the submission of periodic invoice statements on not less than a monthly basis.

4. The City shall pay the amount of Twenty-Four Thousand Dollars (\$24,000.00) per year to the firm of Walter | Haverfield LLP, payable in the amount of Two Thousand Dollars (\$2,000.00) per month by the last day of each month commencing the last day of November, 2014, as a retainer for legal services performed by attorneys and legal assistants of the law firm for legal services and such additional amounts for expenses, such as mileage costs at current IRS rates (other than for travel to and from the City for matters not within the services provided in Section 3(b) herein), copying charges, and overnight mailings, etc. The legal services to be provided for this compensation shall be the same as set forth in Section 3(a) of this Agreement and do not include the legal services as set forth in Section 3(b) of this Agreement. The services contemplated within this Section 4 are, but are not limited to, the following matters: general municipal, general employment, real estate, economic development, environmental, workers compensation, employee benefits, and any other legal services not set forth in Section 3(b) of this Agreement. No attorney or employee of Walter | Haverfield LLP performing services within this Section 4 shall be deemed to be an

employee of the City of Richmond Heights and the firm shall be deemed to be an independent contractor of the City.

5. It is understood that the services provided for herein do not include representation of the City in criminal matters, which matters will be handled by a Police Prosecutor duly appointed by the Mayor and the Director of Law and approved by City Council.

6. Both Mr. Hunt and Mrs. Fagnilli shall receive Ohio Public Employment Retirement System (OPERS) benefits only upon their annual salaries and not upon any legal services billed to the City on an hourly basis.

7. This Agreement shall be in force and effect beginning November 1, 2014, and shall continue until terminated in whole or in part by the Mayor upon written notice to the other parties to this Agreement. The non-City parties to the Agreement may terminate this Agreement upon giving the Mayor thirty (30) days advance written notice.

The parties hereto execute this Agreement in duplicate as of the date and year first named above.

CITY OF RICHMOND HEIGHTS, OHIO

By: _____
David H. Roche, Mayor

Sara J. Fagnilli, individually
WALTER | HAVERFIELD LLP
The Tower at Erieview
1301 E. Ninth Street, Suite 3500
Cleveland, Ohio 44114-1821
(216) 928-2958

R. Todd Hunt, on behalf of himself and
WALTER | HAVERFIELD LLP
The Tower at Erieview
1301 E. Ninth Street, Suite 3500
Cleveland, Ohio 44114-1821
(216) 928-2935