

ORDINANCE NO.: 54-2019
INTRODUCED BY: Mayor Roche

AN ORDINANCE ADJUSTING THE DIRECTOR OF LAW'S COMPENSATION AND THE TERMS OF COMPENSATION TO THE LAW FIRM OF WALTER | HAVERFIELD LLP FOR THE PROVISION OF LEGAL SERVICES TO THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor appointed R. Todd Hunt to be the Director of Law effective November 1, 2014, that appointment was unanimously approved by City Council pursuant to Ordinance No. 108-2014, and Mr. Hunt had previously served as the City's Director of Law in a satisfactory manner from August 1, 1995 through May 14, 2014;

WHEREAS, Mr. Hunt's salary as the Director of Law has not been increased since 1996, the hourly rate for special legal services performed by Walter | Haverfield LLP has not been increased since 2014, and the monthly retainer amount for legal services by attorneys and paralegals of that law firm other than Mr. Hunt has not been increased since 2014;

WHEREAS, this Council finds the proposed increases in compensation to Mr. Hunt and Walter | Haverfield LLP are reasonable based upon the outstanding service provided to the City by Mr. Hunt and the law firm over the past 24 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 to be provided are a necessity;

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

Section 1: The Mayor is authorized and directed to enter into an agreement with R. Todd Hunt 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.

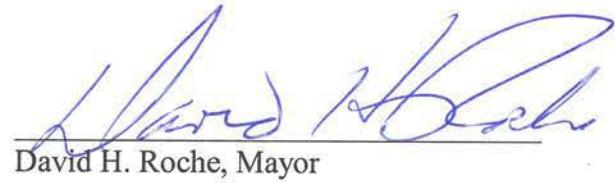
Section 2: The Agreement approved by this Council pursuant to its Ordinance No. 108-2014 and entered into by the City, Mr. Hunt and Walter | Haverfield LLP shall be superseded upon the execution and effective date of the Agreement attached hereto as Exhibit A.

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: 5/14/19



David H. Roche

David H. Roche, Mayor

APPROVED: 5/14/19



Eloise Cotton-Henry

Eloise Cotton Henry, President of Council

ATTEST: Rachel Gardiner
~~Protein~~ Betsy Traben, Clerk of Council
~~Protein~~ Rachel Gardiner

AGREEMENT

THIS AGREEMENT is entered into at Richmond Heights, Ohio, as of the 1st day of April, 2019, 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, and Walter | Haverfield LLP, 1301 East Ninth Street, Suite 3500, Cleveland, Ohio 44114-1821.

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

1. R. Todd Hunt is the duly appointed Director of Law of the City of Richmond Heights, Ohio 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 authorization of the Mayor to execute the Agreement on behalf of the City.

2. The City shall:

(a) Pay R. Todd Hunt an annual salary of Forty Thousand Dollars (\$40,000.00), payable in twelve equal monthly installments by the last day of each month, commencing as of April 1, 2019, for:

(i) Attendance at all semi-monthly regular Council meetings and when requested, such Council committee and 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;

(ii) Preparation of legislation, review and preparation of standard contracts and legal documents (subject to the provisions of Section 2(b) hereof);

(iii) Attendance at such occasional conferences and meetings as may be necessary;

(iv) Furnishing legal advice to the officials, administrators, departments, boards or commissions of the City; and

(v) Those legal services not set forth in Section 2(b) hereof;

(b) and the City shall pay Walter | Haverfield LLP for the services of R. Todd Hunt and other attorneys at the law firm at the rate of Two Hundred Dollars (\$200.00) per hour for the legal services of partners of the law firm, including Mr. Hunt, the rate of One Hundred Seventy Dollars (\$170.00) per hour for the legal services of associates of the law firm, and for the services of non-attorney legal assistants at the rate of One Hundred Dollars (\$100.00) per hour, upon the submission of periodic invoice statements on not less than a monthly basis for the following special legal services:

(i) 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;

(ii) Assessments for public projects;

(iii) Charter review and amendments;

- (iv) Drafting new codes and major revisions of existing codes within the Codified Ordinances;
- (v) Civil court litigation and appeals;
- (vi) Proceedings before non-City administrative boards or tribunals;
- (vii) Labor negotiations (including negotiations and preparation therefor, fact-findings, conciliations, arbitrations and mediations);
- (viii) Drafting of complex contracts and the negotiations of same (generally exceeding six (6) hours); and
- (ix) Significant economic development projects and matters.

3. The City shall pay the firm of Walter | Haverfield LLP the amount of Two Thousand Four Hundred Dollars (\$2,400.00) per month upon an invoice submitted by the law firm to the City as a retainer for legal services performed by attorneys and legal assistants of the law firm, other than Mr. Hunt, plus such additional amounts for reimbursements of 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 2(a) herein), copying charges, and overnight mailings, etc. The legal services to be provided for the compensation in this Section 3 shall be the same as set forth in Section 2(a) of this Agreement and do not include the legal services as set forth in Section 2(b) of this Agreement. The services contemplated within this Section 3 are, but are not limited to, the following matters: general municipal law, general employment, real estate, environmental, workers compensation, employee benefits, and any other legal services not set forth in Section 2(b) of this Agreement. No attorney or employee of Walter | Haverfield LLP performing services within this Section 3 shall be

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

4. 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.

5. Mr. Hunt shall receive Ohio Public Employment Retirement System (OPERS) benefits only upon his annual salary and not upon any legal services billed to the City on an hourly basis.

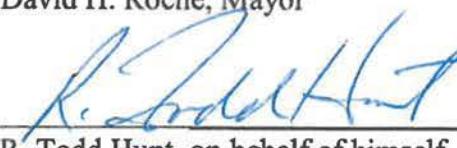
6. This Agreement shall be in force and effect beginning with legal services and reimbursable expenses provided and incurred as of April 1, 2019, and shall continue until terminated in whole or in part by the Mayor upon written notice to the other parties to this Agreement. Mr. Hunt and Walter | Haverfield LLP 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


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

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of the City of Richmond Heights, I certify that as of the date of execution of the within Agreement with R. Todd Hunt and Walter | Haverfield LLP, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Date: _____, 2019

James Teknipp, Director of Finance
City of Richmond Heights, Ohio

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Date: _____, 2019

James Teknipp, Director of Finance
City of Richmond Heights, Ohio