

RESOLUTION NO.: 28-2023
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING AN AGREEMENT WITH R. TODD HUNT AND THE LAW FIRM OF ROETZEL & ANDRESS, LPA TO PROVIDE DIRECTOR OF LAW AND OTHER LEGAL SERVICES TO THE CITY; AND DECLARING AN EMERGENCY.

WHEREAS, R. Todd Hunt was appointed as the City's Director of Law effective November 1, 2014, and 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, the compensation for Mr. Hunt's services as the Director of Law and for special legal services to the City provided through his law firm was last adjusted in 2019 and the City's agreement with Mr. Hunt's law firm terminated when he left the firm of Walter | Haverfield LLP on December 31, 2022, and joined the law firm of Roetzel & Andress, LPA on January 1, 2023;

WHEREAS, this Council finds the terms of the proposed agreement with Mr. Hunt and Roetzel & Andress LPA are reasonable and that the legal services to be provided are a necessity;

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

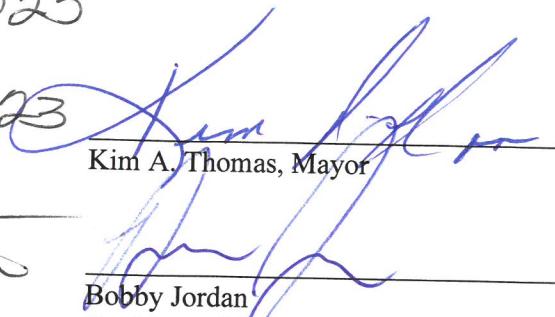
Section 1: The Mayor is authorized and directed to enter into an agreement with R. Todd Hunt and the law firm of Roetzel & Andress LPA for legal services as set forth in the Agreement which is attached hereto as "Exhibit A" and fully incorporated herein by reference, which shall have an effective date of January 1, 2023 and a term of one year.

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 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 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 Resolution to take effect for the continued provision of essential legal services to the City; therefore, provided this Resolution 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.

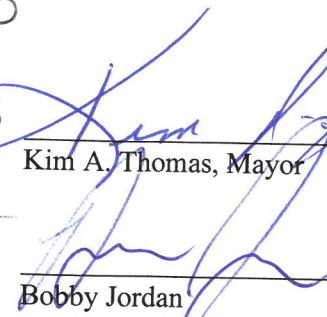
PASSED: February 28, 2023

APPROVED: February 28, 2023


Kim A. Thomas, Mayor

ATTEST: Donnie L. Hunter

Donnie L. Hunter
Clerk of Council


Bobby Jordan
President of Council

AGREEMENT BETWEEN THE CITY OF RICHMOND HEIGHTS,
R. TODD HUNT AND THE LAW FIRM OF ROETZEL & ANDRESS, LPA FOR
DIRECTOR OF LAW SERVICES AND OTHER LEGAL SERVICES

This Agreement is for legal services between the City of Richmond Heights, an Ohio municipal corporation, ("City"), R. Todd Hunt, and the law firm of Roetzel & Andress, LPA ("Roetzel"), effective January 1, 2023. (Each entity or person in the foregoing sentence is a "Party" and collectively are "Parties" herein.)

WITNESSETH:

WHEREAS, the City wishes to continue the appointment of R. Todd Hunt as the City's Director of Law, pursuant to Section VI-2 of the City Charter, to perform the duties of Director of Law and also to engage the Roetzel firm, at which Mr. Hunt is an attorney/shareholder, to perform routine legal services and special legal services on an as needed basis;

WHEREAS, as of March 1, 2023, R. Todd Hunt will cease to be an employee on the payroll of the City but will continue to serve as Director of Law pursuant to the City Charter and the terms of this Agreement;

NOW, THEREFORE, intending to be bound by this Agreement, the Parties agree as follows:

1. (a) **Routine Legal Services.** Except as otherwise provided herein, R. Todd Hunt and Roetzel agree to provide the following Routine Legal Services at the rates provided herein:
 - a. Attending all regular and special Council meetings, except as otherwise directed by the Mayor or Council;
 - b. Attending City board and commission meetings to provide legal advice, upon the request of the Mayor or Chair of the board or commission;
 - c. Drafting ordinances and resolutions upon request of the Mayor and/or Councilmembers;.
 - d. Researching and drafting legal memoranda as requested by the Mayor or Council;
 - e. Providing legal advice to City officials on a daily basis, as necessary.
 - f. Responding to inquiries to and from the City.

- g. Attending meetings and discussions with City, County, State and Federal officials and other governmental officials that are unrelated to "Litigation" and "Additional Projects" as defined below.
- h. Reviewing and approving contracts, ordinances, resolutions and any other written documents, as requested by the Mayor, Council, Directors or Division heads. This shall not encompass significant revision or any required extensive drafting of such documents.
- i. The following types of work shall not be "Routine Legal Services" but shall be treated as "Special Legal Services" subject to the rates set forth in Paragraph 3 of this Agreement:
 - (1) Personnel matters that involve investigations and/or pre-disciplinary conferences or union employee matters;
 - (2) Revisions to the City's personnel policy manual or similar such documents;
 - (3) Applications before the Planning Commission or Board of Zoning Appeals that require extensive legal review, including review of or drafting of documents, such as, easements or deed restrictions, bonds or guarantees, or homeowners' association documents, and acting as an advocate for a position before the Commission or Board;
 - (4) Drafting of contracts/agreements and extensive drafting of new provisions or amendments to the Codified Ordinances;
 - (5) Real estate development project reviews and tax incentives/financing matters related thereto; and
 - (6) Matters related to the Belle Oaks project where legal fees are reimbursed by a third party.

(b) **Compensation for Routine Legal Services.** R. Todd Hunt shall, pursuant to Section VI-2 of the City Charter, continue his appointment as the Director of Law for the City at a monthly flat fee of Four Thousand Dollars (\$4,000.00) per month (\$48,000.00 per year) for the performance of Routine Legal Services which shall be payable to Roetzel. Mr. Hunt shall work an average of twenty (20) hours per month for the compensation identified in this paragraph.

For Routine Legal Services performed by attorneys and paralegals at Roetzel, other than R. Todd Hunt, the City shall pay a flat fee of Three Thousand Dollars (\$3,000) per month (\$36,000.00 per year) which shall be payable to Roetzel. The average hours worked by both attorneys and paralegals at Roetzel shall be fifteen (15) hours per month for the foregoing compensation.

For Routine Legal Services, including hours beyond twenty (20) per month worked by Mr. Hunt and fifteen (15) hours per month by other attorneys and paralegals at Roetzel, Roetzel shall charge the City at the rate of \$230 per hour for all attorney work and \$120 per hour for all paralegal work.

2. **Litigation.** “Litigation” is defined as all work performed in preparing or conducting pleadings, discovery or any motion practice, and attendance at hearings, trials or other events before judges, juries, magistrates, arbitration panels, mediators, or court staff members, and all post-judgment/decision 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 workers compensation matters (e.g., an evaluation of a claim or conference with the City’s TPA), but would apply to preparation for and attendance at administrative hearings or representation in a workers compensation appeal to common pleas court. All rates for Litigation shall be \$300 per hour for shareholders/partners of Roetzel and \$240 per hour for associate attorneys of Roetzel, absent agreement of the City and Roetzel to a higher rate depending upon the complexity of the Litigation. For Litigation, paralegals of Roetzel shall be charged at the rate of \$125 per hour.
3. **Special Legal Services.** Subject to agreement of Roetzel and the Mayor, Roetzel may undertake “Special Legal Services” which are outside the scope of Routine Legal Services on an hourly basis or if agreed to by the Parties, a flat fee. For Special Legal Services that are billed on an hourly basis, Roetzel will charge \$250 per hour for all attorneys and \$120 per hour for paralegals, unless higher rates are agreed upon by Roetzel and the City as evidenced by the written approval of the Mayor. For all legal services related to the Belle Oaks development project, the fees for which are reimbursed by the developer or a third party, Roetzel shall charge \$350 per hour for shareholders/partners and \$250 per hour for associates.
4. **Billing.** Roetzel shall bill the City monthly for all Routine Services, Litigation and Additional Projects, which billings shall set forth the date the services were rendered, the attorney performing such services, a brief description of the services provided, and the time spent for each service entry by the tenth of an hour increments.
5. **Term.** The term of this Agreement and the rates set forth in this Agreement shall take effect retroactively to January 1, 2023 and exist through December 31, 2023. However, either Party may terminate this Agreement upon providing thirty (30) days’ notice of its intent to terminate to the other Party but subject to the provisions of Section VI-2 of the City Charter.
6. **Miscellaneous Provisions.**
 - a. **Expenses.** Roetzel shall also be reimbursed for out-of-pocket expenses incurred by it or its personnel in connection with providing the services included in this Agreement, including but not by way of limitation,

charges for court/administrative agency filings, depositions, expert witness fees, computer-assisted research, photocopies, messenger/delivery services, mileage at the current IRS rate, and any long-distance travel expenses, including meals and lodging associated with long distance travel. Roetzel will not charge for mileage to and from the City of Richmond Heights.

- b. **Applicable Laws.** Roetzel shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.
- c. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, electronic mail, 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 City of Richmond Heights:

Mayor
City of Richmond Heights
26789 Highland Road
Richmond Heights, OH 44143
Email: MayorThomas@richmondheightsohio.org

If to Roetzel & Andress, LPA:

R. Todd Hunt, Esq.
Roetzel & Andress, LPA
1375 East Ninth Street, 10th Floor
Cleveland, OH 44114
Email: rthunt@ralaw.com

- d. **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.
- e. **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.

- f. **Parties in Interest.** This Agreement is enforceable only by Roetzel and the City. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of Roetzel's personnel assigned to the City's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- 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 persons 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.
- j. **Findings for Recovery.** Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Persons or entities contracting with a political subdivision, including the City of Richmond Heights, must certify that an unresolved finding for recovery has not been issued against the persons or entities. Roetzel & Andress, LPA certifies herein that no unresolved finding for recovery has been issued against it and attached is a completed Findings For Recovery Certification.

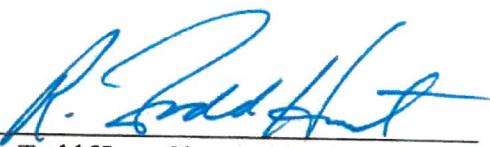
[The remainder of this page is intentionally left blank.
Signatures are on the following page.]

The Parties have executed this Agreement as of the date first appearing above.

ROETZEL & ANDRESS, LPA

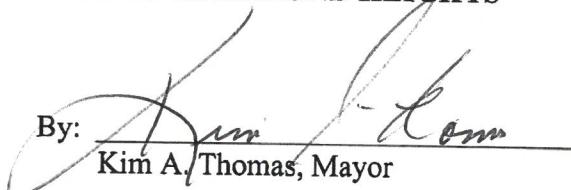
and

R. TODD HUNT

By: 

R. Todd Hunt, Shareholder

CITY OF RICHMOND HEIGHTS

By: 

Kim A. Thomas, Mayor

FISCAL OFFICER'S CERTIFICATE

I certify that the money required to meet this Agreement has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

3/1/23
Date



Annette Harmon, Director of Finance

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Roetzel & Andress, LPA.


SIGNATURE

Robert E. Blackman
PRINTED NAME

Chairman
TITLE

3/1/2023
DATE