

RESOLUTION NO. 65 -2015

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A FIRST AMENDMENT TO THE AGREEMENT WITH WALTER | HAVERFIELD LLP 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 a First Amendment to the 2015-2016 agreement with Walter | Haverfield LLP for professional legal services, substantially in accordance with the amendment attached hereto as Exhibit "A" and incorporated herein fully 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 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 to provide for additional Routine Services hours under the 2015-2016 agreement; 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: 9-15-15

Trish Hudak
President of Council

Barbara Basbara
Mayor

ATTEST:
Candice E. Sullivan
Clerk of Council

Dated: 9/12/15

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT ("Amendment") is made and entered into as of the ___ day of September, 2015, by and between The Village of Richfield, Ohio ("Richfield") and Walter | Haverfield LLP ("Walter | Haverfield").

WITNESSETH:

WHEREAS, Richfield and Walter | Haverfield entered into a Legal Services Agreement effective January 1, 2015 for a two-year term through December 31, 2016 ("the Agreement"); and

WHEREAS, the Agreement provides for Routine Services up to five hundred (500) hours per year to be provided for the amount of \$6,000 per month; and

WHEREAS, the parties now desire to amend the Agreement to raise the cap on Routine Services hours to seven hundred twenty five (725) hours per year.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Compensation for Routine Services. Richfield shall pay to Walter | Haverfield a retainer of Eight Thousand Seven Hundred Dollars (\$8,700.00) per month, for up to a maximum of seven hundred twenty-five (725) billable hours of Routine Services per calendar year for the period beginning January 1, 2015 and ending December 31, 2016. For Routine Services beyond seven hundred twenty-five hours in a calendar year, Richfield shall be billed at the discounted, blended hourly rate of \$155.00 per attorney hour. Payment for the cumulative difference between the monthly retainer for Routine Services under the original Agreement and the retainer effected by this First Amendment shall be made on a pro-rata lump sum basis.

2. All other terms and conditions of the original Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions hereof and the terms and conditions of the original Agreement and the First Amendment, the terms and conditions hereof shall control.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, and intending to be bound hereby, the duly authorized representatives of the parties hereto have executed this First Amendment as of the date first above written

THE VILLAGE OF RICHFIELD, OHIO

By: _____
Bobbie Beshara, Mayor

By: _____
Sandy Turk, CPA, Finance Director

Approved as to form:

William Hanna, Esq., Law Director

WALTER | HAVERFIELD LLP.

By: _____

Printed Name: _____

Its: _____

CERTIFICATION BY FISCAL OFFICER

I, as the Finance Director for the Village of Richfield, Ohio, certify that the money required for the within First Amendment to Legal Services Agreement is in the treasury, to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

Sandy Turk, CPA, Finance Director

**TO: Village Council
Mayor Bobbie Beshara**

**CC: Carolyn Sullivan
William Hanna**

FROM: Sandy Turk, Finance Director

RE: Amended Walter & Haverfield Agreement for September 15, 2015 Council Meeting – Resolution 65-2015

Date: September 11, 2015

ACTION BEING REQUESTED	TYPE OF REQUEST
Suspend Readings and Approval	Amended Agreement

The Mayor and Finance Department request second and third readings be suspended and the amended agreement with Walter & Haverfield LLP for professional legal services be considered for adoption at the September 15th, Council meeting. The original agreement was for a two year period covering 2015 and 2016 providing for a monthly retainer/salary paid directly to the Law Director, a per-session charge for Mayor's Court, and for routine services on a retainer basis. The retainer for routine services was established at the level of \$6,000 per month for up to 500 hours per year.

Through July, 2015, 423.3 hours (84.7% of the annual allotment) of routine services have been provided to the Village. Assuming the usage rate continues at the current rate, the Village will utilize 725 hours of services by year's end. The recommendation is to increase the current agreement to 725 hours of routine services at \$8,700 per month. The contracted hourly rate is \$144/ hour versus \$155/ hour for hours beyond the contracted rate. Hence, a savings per year of \$2,475 (225 additional hours @ \$11/hour) would be achieved if the agreement is amended. Suspension of readings is requested since we will utilize the full 500 hours in September at the current utilization rate.

In 2014, we spent \$192,894.57 on legal services between Walter Haverfield and Clemons Nelson. Through August 2015, we have spent \$137,033.34 on legal services between the two firms. In 2015, we have been dealing with personnel issues, union negotiations, economic development issues and related proceedings; Briarwood, and the Water Tower location. If the usage of routine services declines, another amendment can be processed to reduce the hours down.

Let me know if you have any questions.