

RESOLUTION NO. 40-2010

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH WALTER & HAVERFIELD LLP FOR PROFESSIONAL LEGAL SERVICES

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 Walter & Haverfield LLP 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 shall take effect and be in force from and after January 1, 2010.

PASSED: 8/3/10

John Costello
President of Council

Michael Leber
Mayor

Dated: 8/3/10

ATTEST:

Carolyn E. Sullivan
Clerk of Council

AGREEMENT

THIS AGREEMENT made this 1st day of January, 2010, by and between the VILLAGE OF RICHFIELD, an Ohio municipal corporation, hereinafter called "Village," and WALTER & HAVERFIELD LLP, 1301 East Ninth Street, Suite 3500, Cleveland, Ohio 44114-1821, hereinafter called "Walter & Haverfield":

Section 1. It shall be the duty of Walter & Haverfield, unless otherwise provided, to prepare all ordinances, resolutions, notices, contracts, bonds and bond transcripts and to furnish the Village and the officials thereof legal advice on matters relating to the Village and to the powers of the officials; and to represent the Village or its officers or employees in all suits or proceedings instituted by or against the Village or its officers or employees in any court of record in the State of Ohio. A representative shall attend all meetings of the Council unless excused therefrom and except as herein otherwise provided.

Section 2. As compensation for the services being performed, Walter & Haverfield shall receive the following sums:

- (A) For all regular services performed by Charles T. Riehl, as representative of Walter & Haverfield to the Village, other than the special services hereinafter referred to, a salary of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month during the years 2010 and 2011.
- (B) For services performed by Walter & Haverfield in attendance at Mayor's Court, a payment of Two Hundred Thirty-Five Dollars (\$235.00) per appearance during the years 2010 and 2011.
- (C) For all special meetings of the Council and other bodies of the Village, the sum of Ninety-Five Dollars (\$95.00) per hour for actual time spent in attendance at such

meeting, which sum shall be added as monthly salary to the sum specified in subparagraph (A) above.

- (D) For all special services involving litigation in any court and for all services not included in subparagraphs (A), (B) and (C), including services rendered in connection with note or bond proceedings or public improvements, the nature and extent of which cannot be definitely foreseen, such sum or sums as the Council shall approve and allow therefor based upon the time actually spent. During the year 2010, Walter & Haverfield shall be compensated at the rate of One Hundred Forty Dollars (\$140.00) per hour for such special services by Charles T. Riehl and any assistance they may receive from other members of the law firm of Walter & Haverfield shall be compensated at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour. It being further understood that such special services shall be rendered only upon the express authorization of the Mayor or other duly authorized official of the Village.

Section 3. The salary provisions of this Agreement shall take effect January 1, 2010.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and place first above written.

VILLAGE OF RICHFIELD

By: _____
Its Mayor

And: _____
Its Finance Director

WALTER & HAVERFIELD LLP

By: _____
Charles T. Riehl