

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE LAW FIRM OF ROETZEL & ANDRESS FOR PROFESSIONAL LEGAL SERVICES FOR THE PERIOD FROM JANUARY 1, 2023 THROUGH DECEMBER 31, 2023, CONFIRMING THE APPOINTMENT OF THE DIRECTOR OF LAW, 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 an Agreement with Roetzel & Andress for professional legal services for the period from January 1, 2023 through December 31, 2023, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference, and confirming the Mayor's appointment of Benjamin G. Chojnacki as Director of Law and the employment of William R. Hanna as Senior Legal Counsel.

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 or subcommittees 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 necessity for the immediate preservation of the public peace, health and safety of this Village, and for the further reason that the legal services provided herein are needed for the current operation of the Village; wherefore, this Resolution shall be in full force and effect immediately upon its passage, provided it receives the affirmative vote of five members of Council elected or appointed thereto; otherwise it shall be in full force and effect after the earliest period allowed by law.

PASSED: 1-3-2023

  
President of Council

  
Mayor

Dated: 1/3/2023

ATTEST:  
  
Clerk of Council

**AGREEMENT BETWEEN THE VILLAGE OF RICHFIELD  
AND ROETZEL & ANDRESS FOR LEGAL SERVICES**

This Agreement is for legal services between the Village of Richfield, an Ohio Municipal Corporation ("Village" or "Richfield"), and the law firm of Roetzel & Andress (the "Firm"), effective the 1<sup>st</sup> day of January, 2023.

**WITNESSETH:**

WHEREAS, the Village of Richfield wishes to engage Benjamin Grant Chojnacki as Law Director and William R. Hanna as Senior Legal Counsel, and the law firm of Roetzel & Andress to perform general legal services.

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

1. **Routine Services.**

Except as otherwise provided herein, Benjamin Chojnacki, William Hanna and the Firm agree to provide the following Routine Services:

- a. Attending all regular and special meetings of Council and Council work sessions, except as otherwise directed by the Council President.
- b. Attending other board and commission meetings upon the request of the Mayor.
- c. Drafting ordinances and resolutions upon request of the Mayor, the Council President or a majority of Council.
- d. Researching and drafting legal memoranda as requested by the Mayor, the Council President or a majority of Council.
- e. Providing legal advice to Village officials as necessary, and responding to inquiries regarding Village matters.
- f. Presence at Richfield Town Hall as needed in addition to meetings identified in Sections 1(a) and 1(b).
- g. Attending meetings and discussions with Village, County, State, and Federal officials and other governmental officials.
- h. Reviewing and approving contracts and any other written documents, as requested by the Mayor or the Council President. This shall not encompass significant revision of such documents or significant negotiations regarding the subject of such documents (e.g. contract negotiation work that exceeds approximately five (5) hours).

2. Compensation for Routine Services.

- (a) Richfield shall pay to the Firm a retainer of Five Thousand Seven Hundred Fifty Dollars and Forty Cents (\$5,750.00) per month for Routine Services for ~~2022~~ <sup>2023</sup> B.G.C.
- (b) Benjamin Chojnacki shall be employed as the Village's Law Director at a monthly salary of Three Thousand Seven Hundred Fifty Dollars (\$3,750) for ~~2022~~ <sup>2023</sup> B.G.C., which shall be earnable salary for PERS purposes and shall be reported as W-2 (or equivalent) wages, payable to Chojnacki. Chojnacki shall work an average of fifteen (15) hours per month for the salary identified herein.
- (c) William R. Hanna shall be employed as Senior Legal Counsel for the Village at a monthly salary of One Thousand Two Hundred Fifty Dollars (\$1,250) per month, which shall be earnable salary for PERS purposes and shall be reported as W-2 (or equivalent) wages, payable to Hanna. Hanna shall work an average of five (5) hours per month for the salary identified herein.

3. Litigation. Litigation is defined as work performed in preparing or conducting pleadings, written or oral discovery or any motion practice, and attendance at hearings or other events before judges, magistrates, arbitration panels, court staff members or juries, and all post judgment 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 worker's compensation matters (e.g. an evaluation of a claim or conference with the Village's TPA), but would apply to preparation for and attendance at administrative hearings or representation in a workers compensation appeal to common pleas court. For Litigation, Roetzel & Andress will generally charge the following discounted hourly rates, unless another rate is agreed to in a letter signed by the Mayor as described in Section 4, below:

- \$215.00 for public law associate attorneys.
- \$235.00 for associate attorneys from outside the public law practice group.
- \$255.00 for public law partners.
- \$275.00 for partners outside of the public law practice group.

4. Additional Projects. Subject to agreement of both Parties, Roetzel & Andress may undertake Additional Projects, which are outside the scope of the Routine Services, on a flat fee or hourly basis. For Additional Projects that are billed hourly, Roetzel & Andress will offer the hourly rates offered above for Litigation, unless a different rate is agreed upon by the Firm and Richfield. Unless a different method is directed by the Mayor, the Firm will generate letters containing a brief description of Litigation matters as described in Section 3 and Additional Projects under this Section 4, which the Mayor may sign for purposes of acknowledging the billing arrangements and rates.

5. Expenses. For work outside the scope of routine matters, the Firm shall also be reimbursed for out-of-pocket expenses incurred in connection with litigation and additional projects, including, but not by way of limitation, long-distance telephone charges, computer-assisted research, copying charges, telegrams, messenger services, and long-distance travel.

6. **Billing.** Roetzel & Andress shall bill Richfield monthly for all Routine Services, Litigation and Additional Projects, which billings shall set forth the date the services were rendered, the time devoted to the service recorded in tenth-of-an-hour increments, the attorney performing such services, and a brief description of the services provided.
7. **Term.** The rates set forth in this Agreement shall take effect and be in force from January 1, 2023, through December 31, 2023. Either Party may terminate this Agreement, however, upon providing to the other party thirty (30) days' notice of its intent to terminate the Agreement, and subject to compliance by the Firm, Chojnacki and Hanna with applicable professional and ethical requirements. The parties may meet to review the volume of Routine Services and the appropriateness of the compensation for Routine Services at any time, and this contract may be modified following such meeting, but not more frequently than two times per year, as set forth in Section 6(f). Finally, the term of this Agreement may be extended by up to 15 days upon written request of the Village.

8. **Miscellaneous Provisions.**

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

Mayor Michael Wheeler  
Village of Richfield  
4410 West Streetsboro Road  
Richfield, OH 44286

If to Roetzel & Andress:

Benjamin G. Chojnacki  
Roetzel & Andress  
1375 East Ninth Street  
One Cleveland Center, 10th Floor  
Cleveland, OH 44114

With a copy to William R. Hanna of Roetzel & Andress at the address immediately above.

- c. **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.

- d. **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.
- e. **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.
- f. **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 officers of the Parties hereto.
- g. **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.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

VILLAGE OF RICHFIELD

By: Michael Lepeak  
Its Mayor

And: Sandy Jank  
Its Finance Director

ROETZEL & ANDRESS

By: Benjamin Grant Chojnacki  
Benjamin Grant Chojnacki

And: William R. Hanna  
William R. Hanna

Authorized by Resolution No. 3-2023, passed January 3, 2023.

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned fiscal officer of the Village hereby certifies that the moneys required to meet the obligations of the Village during the year 2021 under this Agreement have been lawfully appropriated by the Council of the Village for such purposes and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Revised Code.

Sandy Turk  
Director of Finance, Sandy Turk

1-4-2023  
Date