

AN ORDINANCE AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH WALTER & HAVERFIELD LLP FOR PROFESSIONAL LEGAL SERVICES DURING THE YEARS 2002 AND 2003 AND DECLARING AN EMERGENCY.

BE IT ORDAINED 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 during the years 2002 and 2003, a copy of which Agreement is 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 Ordinance 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 Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary so that the Agreement may take effect and be in force from January 1, 2002; wherefore, provided this Ordinance 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: January 15, 2002

*May G. Peggy Malone*  
\_\_\_\_\_  
President of Council

*Donald W. Larsen*  
\_\_\_\_\_  
Mayor

Dated: 1/16/2002

ATTEST:  
*Carole Gibson*  
\_\_\_\_\_  
Clerk of Council

## AGREEMENT

THIS AGREEMENT made this 1st day of January, 2002, by and between the VILLAGE OF RICHFIELD, an Ohio municipal corporation, hereinafter called "Village" and WALTER & HAVERFIELD LLP, 1300 Terminal Tower, Cleveland, Ohio 44113, 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 Seven Hundred Dollars (\$700.00) per month during the years 2002 and 2003.
- (B) For services performed by Frederick W. Whatley in attendance at Mayor's Court, a salary of Four Hundred Twenty-Five Dollars (\$425.00) per month during the years 2002 and 2003.


- (C) For all special meetings of the Council and other bodies of the Village, the sum of Eighty-Five Dollars (\$85.00) 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 2002 and 2003, Walter & Haverfield shall be compensated at the rate of Ninety Dollars (\$90.00) per hour for the services of Charles T. Riehl for such special services and any assistance he may received from members of the law firm of Walter & Haverfield shall be at the rate of Eighty-Five Dollars (\$85.00) 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. That all payments for services by Walter & Haverfield during the year 2001 be, and the same hereby are, ratified.

Section 4. The salary provisions of this Agreement shall take effect January 1, 2002.

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

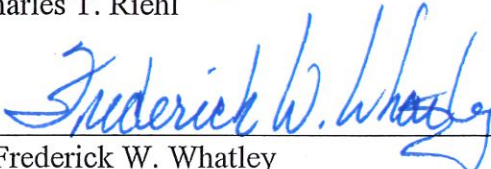
VILLAGE OF RICHFIELD

By   
Its Mayor

And   
Its Finance Director

WALTER & HAVERFIELD LLP

By   
Charles T. Riehl

And:   
Frederick W. Whatley