

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH WALTER HAVERFIELD LLP,
EFFECTIVE FROM JANUARY 1, 2013, THROUGH
DECEMBER 31, 2013.**

WHEREAS, the Mayor and Council of the Village of Chagrin Falls ("Village") wish to engage the firm of Walter Haverfield LLP ("Walter Haverfield") to perform general legal services for a twelve (12) month period beginning January 1, 2013, and ending December 31, 2013; and

WHEREAS, the Village wishes to engage Stephen L. Byron as Director of Law and Aimee Lane as Assistant Director of Law.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF
CHAGRIN FALLS, STATE OF OHIO:**

SECTION 1. (a) That the Mayor be and is hereby authorized and directed to enter into an agreement to engage the law firm of Walter Haverfield LLP, in substantially the form as attached hereto as Exhibit A, to represent the Village in connection with various routine matters, for a retainer of Five Thousand Eight Hundred Thirty-Six and 25/100 Dollars (\$5,836.25) per month, beginning January 1, 2013, and ending December 31, 2013. Such routine matters shall include:

- (i) Attending all regular and special Council meetings, except as otherwise directed by the Mayor;
- (ii) Attending other board and commission meetings upon the request of the Mayor;
- (iii) Drafting ordinances and resolutions upon request of the Mayor, Council, or Village Directors;
- (iv) Researching and drafting legal memoranda as requested by the Mayor or Council;
- (v) Providing legal advice to Village officials as necessary;
- (vi) Responding to Village inquiries;
- (vii) Attending meetings and discussions with Village, County, State and Federal officials and other governmental officials; and
- (viii) Reviewing and approving contracts and any other written documents, as requested by the Mayor, Council or other Directors. This shall not encompass significant revision of such documents.

(b) That for work outside the scope of routine matters, as outlined above, the hourly rate therefor and reimbursement for out-of-pocket expenses, shall be approved by the Village.

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INTRODUCED BY: MR. SUBEL

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- (c) That Walter Haverfield LLP, shall, on a monthly basis, provide the Mayor and the Finance Director with a written accounting of all time spent by members of its firm on Village business. Such accounting shall include an itemization of time spent on Village matters, a description of the work performed, and an identification of the person performing the work.

SECTION 2. That this ordinance be and is hereby is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that the legal services provided herein are needed for the current operation of the Village; therefore, this ordinance shall take effect and be in force immediately upon its enactment and approval by the Mayor

PASSED: January 28, 2013



Council President

Submitted to the Mayor for
approval on this 29 day of January, 2013


Approved by the Mayor this

29 day of January, 2013

ATTEST:



Clerk of Council



Mayor

including all appellate work. "Litigation" includes all work performed in response to Ohio Revised Code Chapter 2506 appeals. "Litigation" shall not include services performed in anticipation of the initial filing of any eminent domain actions, nor does litigation include routine services regarding worker's compensation matters. All rates for litigation shall be pre-approved by Walter Haverfield and the Village prior to Walter Haverfield commencing work on any individual mater. The fee arrangement set forth below in "Additional Projects" shall also apply to "Litigation."

3. **Billing.** Walter Haverfield shall bill the Village 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, and a brief description of the services provided.

4. **Term.** The rates set forth in this Agreement shall take effect and be in force from January 1, 2013, through December 31, 2013. Either Party may terminate this Agreement, however, upon providing thirty (30) days' notice of its intent to terminate to the other Party.

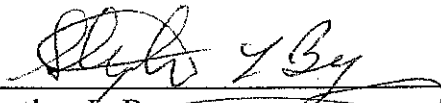
5. **Miscellaneous Provisions.**

- a. **Additional Projects.** Subject to agreement of both Parties, Walter Haverfield may undertake Additional Projects on a flat fee or hourly basis which are outside the scope of Routine Services. For projects that are billed hourly, Walter Haverfield will offer a discounted blended hourly rate of \$230 per hour, unless a different rate is agreed upon by Walter Haverfield and the Village and is approved by the Village.
- b. **Expenses.** For work outside the scope of routine matters, Walter Haverfield 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 and cellular telephone charges, computer-assisted research, copying charges, telegrams, messenger services and long-distance travel.
- c. **Applicable Laws.** Walter Haverfield shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement, including all applicable non-discrimination requirements, including without limitation the provisions of Presidential Executive Order 11246 and the rules and regulations issued thereunder, which are incorporated herein by this reference.
- d. **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:

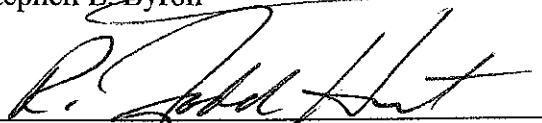
- j. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.
- k. **Personal Service Contract.** The Parties agree that this Agreement is, and is intended to be, a "personal service contract" as provided in Section 145.03, Ohio Revised Code and as interpreted in Section 145-1-42 (A) of the Ohio Administrative Code. This Agreement is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42 (A). The Parties further agree that since this is a personal service contract, no Public Employee's Retirement System deductions will be made from Walter Haverfield's compensation nor paid to the Public Employee's Retirement System of Ohio on and in accordance with provisions of Section 145-1-42© of the Ohio Administrative Code.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

WALTER HAVERFIELD, LLP

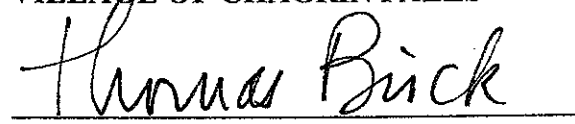


Stephen L. Byron



R. Todd Hunt

VILLAGE OF CHAGRIN FALLS



Tom Brick, Mayor

CERTIFICATE OF AVAILABILITY OF FUNDS

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

1/31/2013
Date

David B. [Signature]
Finance Director