

**RESOLUTION NO. 24- 2022**

**A RESOLUTION AUTHORIZING THE CHAIRPERSON AND TREASURER OF RJRD TO ENTER INTO AN AGREEMENT WITH WALTER | HAVERFIELD LLP FOR PROFESSIONAL LEGAL SERVICES.**

BE IT RESOLVED by the Board of Trustees of the Richfield Joint Recreation District, County of Summit, State of Ohio:

- Section 1.** That the Chairperson and Treasurer be, and they hereby are, authorized and directed to enter into an agreement with Walter | Haverfield LLP for professional legal services, substantially in accordance with the agreement attached hereto as Exhibit “A” and incorporated herein fully as if by reference, the terms of which are specifically approved.
- Section 2.** This Board finds and determines that all formal actions of this Board concerning and relating to this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.
- Section 3.** That this Resolution shall be in full force and effect from and after the earliest period allowed by law.

\_\_\_\_\_  
Date Passed

\_\_\_\_\_  
Chairperson, Richfield Joint Recreation District

ATTEST:

\_\_\_\_\_  
Administrative Coordinator,  
Richfield Joint Recreation District

\_\_\_\_\_  
Secretary, Richfield Joint Recreation District

**AGREEMENT BETWEEN THE RICHFIELD JOINT RECREATION DISTRICT  
AND WALTER | HAVERFIELD LLP FOR LEGAL SERVICES**

This Agreement is for legal services between the Richfield Joint Recreation District, a joint recreation district and political subdivision under Ohio law ("RJRD" or "the District"), and Walter | Haverfield LLP ("Walter | Haverfield" or "W|H"), effective the 1<sup>st</sup> day of August, 2022.

**WITNESSETH:**

**WHEREAS**, RJRD wishes to engage the law firm of Walter | Haverfield to perform general legal services and to engage and designate attorney William R. Hanna as RJRD Board Legal Counsel.

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

1. **Legal Services.**

Except as otherwise provided herein, William R. Hanna and W|H agree to provide the following legal services:

- a. Drafting memos, resolutions or other documents as necessary or requested by the Board or its Chairperson.
- b. Providing legal advice to the Board of Trustees and District employees or officials as necessary and responding to inquiries or otherwise communicating regarding District matters.
- c. Reviewing and approving contracts and other documents as requested by the Board or its Chairperson.
- d. Attending meetings of the District's Board of Trustees or Board Committees, or other meetings, as needed and/or requested by the Board or its Chairperson.
- e. Special projects or litigation as described and agreed to by the parties pursuant to Section 2(c).

2. **Compensation for Legal Services.**

- a. William R. Hanna, and W|H, are designated as Legal Counsel for the District.
- b. For legal services provided pursuant to this Agreement other than as described in Section 2(c), the District shall be billed by W|H at the blended rate of \$245.00 per hour for the first 20 hours of billings between August 1 and December 31, 2022 ("retainer fees") and for hours beyond 20 during that period, at the hourly rate of

\$235 for associates and \$275 for partners ("non-retainer fees"); provided, however, that attorneys outside of the firm's public law section shall be billed at the rates provided in Section 2(c). Effective January 1, 2023, a blended rate of \$250 will be charged for the first 48 hours of billings in 2023, with additional hours charged at the non-retainer rates provided above; provided that attorneys outside of the firm's public law section will be billed at the rates provided in Section 2(c). Paralegal time will be charged at the rate of \$100 per hour in 2022, and \$105 per hour in 2023. W|H shall bill RJRD monthly for services provided pursuant to this Agreement and invoices shall set forth the date the services were rendered, the time devoted to the service recorded in tenth-of-an-hour increments, the attorney or paralegal performing such services, and a brief description of the services provided.

- c. Subject to agreement of the Parties, W|H may undertake special projects, which may include transactions, litigation, and negotiation of contracts that is expected to take three hours or more, on a flat fee or hourly basis. For special projects that are billed hourly, Walter | Haverfield will charge the rates applicable for non-retainer hours under Section 2(b), unless a different rate is agreed upon by the parties; provided, however, that absent a different rate agreement, attorneys outside of W|H's public law section will be billed at hourly rate of \$330 for partners and \$260 for associates in 2022, and \$335 for partners and \$265 for associates in 2023. W | H will generate letters containing a brief description of special projects, which the Chairperson may sign without further Board approval.
3. **Term.** The rates set forth in this Agreement shall take effect and be in force from and after August 1, 2022 and may be changed by mutual agreement of the parties at any time after June 30, 2023. Either Party may terminate this Agreement by providing to the other party thirty (30) days' notice of its intent to terminate the Agreement. Further, the parties may meet at any time to review the District's legal services needs, including adjustment of compensation, and this Agreement may be modified following such meeting in accordance with its terms.
4. **Expenses.** W|H shall 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, copying charges, telegrams, messenger services, and long-distance travel. The District shall not be billed for travel expenses (i.e., mileage) related to travel within Summit County or Cuyahoga County.
5. **Applicable Laws.** W|H shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.
6. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by e-mail or 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 RJRD:

Richfield Joint Recreation District  
Attn: Chairperson, Board of Trustees  
P.O. Box 246  
Richfield, OH 44286-0246  
E-mail: [Office@rjrd.org](mailto:Office@rjrd.org)

If to Walter | Haverfield:

William R. Hanna  
Walter | Haverfield LLP  
The Tower at Erieview  
1301 East Ninth Street, Suite 3500  
Cleveland, OH 44114-1821  
Email: [whanna@walterhav.com](mailto:whanna@walterhav.com)

7. **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.
8. **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.
9. **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.
10. **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; provided, however, that it shall not be effective unless and until RJRD executes a conflict of interest waiver and consent form related to the concurrent representation of RJRD and Richfield Village by W|H and Hanna. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

Richfield Joint Recreation District

By: \_\_\_\_\_  
Chairperson, Board of Trustees

By: \_\_\_\_\_  
Treasurer, Board of Trustees

WALTER | HAVERFIELD LLP

By: \_\_\_\_\_  
William R. Hanna

Authorized by RJRD Board Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, 2022.