

**AGREEMENT BETWEEN THE RICHFIELD JOINT RECREATION DISTRICT  
AND ROETZEL & ANDRESS, L.P.A. 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 ("RJR" or the "District"), and Roetzel & Andress, L.P.A. ("Roetzel"), effective the 1<sup>st</sup> day of January 2025.

**WITNESSETH:**

**WHEREAS** RJRD wishes to engage the law firm of Roetzel & Andress 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 Roetzel agree to provide the following legal services.

- a. Drafting memos, resolutions or other documents as necessary or requested by the Board of 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 Roetzel, 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 Roetzel as follows: Effective January 1, 2024, Roetzel partners will be billed at the rate of \$300/hour and associate attorneys at

\$275/hour; 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 billed at the rate of \$135 per hour, effective January 1, 2025. Roetzel shall bill RJRD monthly for services provided pursuant to this Agreement and invoices shall be 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, Roetzel 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, Roetzel will charge the rates provided in Section 2(b), unless a different rate is agreed upon by the parties; provided, however, that absent a different rate agreement, attorneys outside of Roetzel's public law section will be billed at the hourly rates of \$350 for partners and \$285 for associates. Roetzel 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 January 1, 2025. Either Party may terminate this Agreement by providing to the other party thirty (30) days' notice of its intent to terminate the Agreement.
4. **Expenses.** Roetzel 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.** Roetzel 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 address:

If to the RJRD:

Richfield Joint Recreation District  
P.O. Box 246  
Richfield, OH 44286-0246  
E-mail: *Office@rjrd.org*


If to Roetzal:


William R. Hanna  
Roetzal & Andress, L.P.A.  
One Cleveland Center -- 10<sup>th</sup> Floor  
1375 East Ninth Street  
Cleveland, OH 44114  
E-mail: *whanna@redaw.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. 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

ROETZEL & ANDRESS, L.P.A.

By:   
William R. Hanna, Partner

Authorized by RJRD Board Resolution No. 10-2024 passed December 16, 2024.