

**RESOLUTION NO. 2019-21**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, WITH WALTER HAVERFIELD LLP FOR THE PROVISION OF LAW DIRECTOR SERVICES FOR A PERIOD OF THREE YEARS.**

**WHEREAS**, the firm of Walter Haverfield has extensive experience in the provision of municipal legal services; and,

**WHEREAS**, the City and the firm of Walter Haverfield will enter into an agreement to ensure legal representation for the City; and,

**WHEREAS**, such representation and obligations are set out in the Contract attached hereto as Exhibit "A"; and,

**WHEREAS**, the City Council of the City of Huron finds that it is in the best interest of the City and the residents of the City to enter into an agreement with Walter Haverfield for Law Director services, now therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

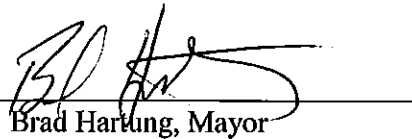
**SECTION 1.** The Huron City Council authorizes the City Manager to execute the Contract for Law Director Services between Walter Haverfield LLP and the City of Huron, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

**SECTION 3:** This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:

  
Clerk of Council

  
Brad Hartung, Mayor

ADOPTED:

09 APR 2019

**AGREEMENT BETWEEN THE CITY OF HURON  
AND WALTER | HAVERFIELD LLP FOR LEGAL SERVICES**

This Agreement is for legal services between the City of Huron, an Ohio Municipal Corporation, ("Huron") and Walter | Haverfield LLP ("WH"), effective April 1, 2019.

**WITNESSETH:**

**WHEREAS**, Huron wishes to engage Aimee W. Lane as Law Director, William R. Hanna as Assistant Law Director and the firm of WH 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, and WH agrees to provide the following Routine Services:
  - a. Attending all regular and special Council meetings, except as otherwise directed by the City Manager.
  - b. Attending other board and commission meetings upon the request of the City Manager.
  - c. Drafting ordinances and resolutions upon request of the City Manager.
  - d. Researching and drafting legal memoranda as requested by the City Manager.
  - e. Providing legal advice to City officials as necessary, and responding to inquiries regarding City matters.
  - f. Presence at City Hall as needed in addition to meetings identified in Sections 1(a) and 1(b).
  - g. Attending meetings and discussions with City, County, State and Federal officials and other governmental officials.
  - h. Reviewing and approving contracts, ordinances, resolutions and any other written documents, as requested by the City Manager. Routine contract review services do 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.**

Huron shall pay to WH a retainer of \$9,750.00 per month for Routine Services. The retainer shall cover a total of up to 600 hours of Routine Services in a 12-month period (an average of 50 hours per month). However, WH will exclude the

first two months of Routine Services under this Agreement, specifically the months of April 2019 and May 2019, from the 50 hour limitation so that from June 1 through December 31, 2019, the Routine Services retainer will provide for up to 350 hours of Routine Services.

WH will not bill for travel time to or from the City in connection with the Routine Services. WH shall provide with each monthly billing a cumulative total of the hours billed under the Retainer to date, so that the City can monitor Retainer use.

For Routine Services beyond 600 hours in a 12-month period (or beyond 350 hours from June 1, 2019 through December 31, 2019), a rate of \$210.00 per hour for partners, \$170.00 per hour for associates, and \$90.00 per hour for paralegals shall apply. When the 600 hours is reached in any calendar year, additional Retainer hours would be billed at the hourly rates set forth above, except as provided below.

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(h).

### **3. Special Services.**

Subject to agreement of both Parties, WH may provide Special Services for additional projects which are outside the scope of Routine Services on a flat fee or hourly basis. "Special services" generally include the following:

- a. Complex contracts or other written documents requiring significant revision or negotiation (e.g., easements and deed restrictions, purchase and lease agreements, vendor contracts, development agreements).
- b. Personnel matters that require investigations and/or pre-disciplinary conferences, including appeals to the Personnel Appeals Board.
- c. Applications before the Planning Commission or Board of Zoning Appeals that require significant legal review or drafting of documents, and appeals to the Board of Zoning Appeals that require witness examination (e.g. appeal of administrative order).
- d. Litigation. Litigation is defined as work performed in preparing or responding to 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 City's TPA), but would apply to preparation for and attendance at administrative hearings or representation in a workers compensation appeal to common pleas court.

- e. Economic development matters that involve tax-incremental financing and/or tax incentive agreements.
- f. Labor negotiations, if requested.
- g. Other additional projects as requested by the City Manager.

For Special Services that are billed hourly, WH will offer a blended hourly rate of \$225.00 per hour, unless a different rate is agreed upon by WH and Huron. WH will bill for travel time related to Special Services, including Litigation.

Unless a different method is directed by the City Manager, WH will generate letters containing a brief description of Litigation or Special Services as described in this Section 3, which the City Manager may sign for purposes of acknowledging the billing arrangements.

- 4. **Billing.** WH shall bill Huron monthly for all Routine Services, Litigation and Special Services, which billings shall set forth the date the services were rendered, the attorney performing such services, and a brief description of the services provided.
- 5. **Term.** The rates set forth in this Agreement shall take effect and be in force from April 1, 2019 through December 31, 2021. However, either party may terminate this Agreement upon providing thirty (30) days' notice of its intent to terminate to the other party.
- 6. **Miscellaneous Provisions.**
  - a. **Expenses.** For work outside the scope of routine matters, WH shall also be reimbursed for out-of-pocket expenses incurred in connection with litigation and special services, 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.
  - b. **Applicable Laws.** WH shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.
  - c. **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 Huron:  
City Manager Andrew D. White  
City of Huron  
417 Main Street

Huron, OH 44839

If to WH:

Aimee W. Lane  
Walter | Haverfield LLP  
1301 East Ninth Street Suite 3500  
Cleveland, OH 44114

- d. **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.
- e. **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.
- f. **Parties in Interest.** This Agreement is enforceable only by WH and Huron. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of WH's personnel assigned to Huron's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- g. **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.
- h. **Entire Agreement/Amendments.** 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.
- i. **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.

- j. **Findings for Recovery.** Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Persons or entities contracting with a political subdivision, including the City of Huron, must certify that an unresolved finding for recovery has not been issued against the persons or entities. Walter | Haverfield LLP certifies that an unresolved finding for recovery has not been issued against Walter | Haverfield LLP and attached is a completed Findings For Recovery Certification.

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

**WALTER | HAVERFIELD LLP**

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Aimee W. Lane, Partner

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William R. Hanna, Partner

**CITY OF HURON**

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Andrew D. White, City Manager

**CERTIFICATE OF AVAILABILITY OF FUNDS**

The undersigned finance director of the City hereby certifies that the moneys required to meet the obligations of the City under this Agreement have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City 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.

\_\_\_\_\_  
Director of Finance, \_\_\_\_\_

\_\_\_\_\_  
Date



**FINDINGS FOR RECOVERY CERTIFICATION**

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Walter | Haverfield LLP.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE