

RESOLUTION NO.: 21-2023
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH WESTON HURD, LLP FOR LABOR RELATED
LEGAL SERVICES.

WHEREAS, the City has, over the past few years, used the services of attorney Max V. Rieker, Esq., through Director of Law Todd Hunt's former law firm of Walter|Haverfield LLP, for the collective bargaining and labor legal services;

WHEREAS, the City desires to continue the engagement of the services of attorney Max V. Rieker, Esq., who is now a partner in the law firm of Weston Hurd, LLP;

WHEREAS, Weston Hurd, LLP has proposed to provide the aforesaid legal services to the City for the hourly rates as set forth in the letter proposal of February 3, 2023, attached hereto as Exhibit A;

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1. The Mayor is authorized to execute an agreement with Weston Hurd, LLP for the scope of services set forth in the engagement letter agreement attached hereto as Exhibit A, which agreement shall take effect as of February 1, 2023, and shall be approved as to legal form and correctness by the Director of Law.

Section 2: The charges of Weston Hurd, LLP under Exhibit A hereto shall not exceed Twenty Thousand Dollars (\$20,000.00) without further authorization from this Council,

Section 2. If necessary, the Director of Finance is authorized and directed to appropriate to a proper account the funds necessary for the agreement authorized in Section 1 of this Resolution.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees 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 4. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: February 14, 2023

APPROVED: February 14, 2023

ATTEST: Donnie Hunter
Donnie L. Hunter
Clerk of Council

Kim A. Thomas
Kim A. Thomas, Mayor

Bobby Jordan
Bobby Jordan
President of Council

**PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION**

February 3, 2023

VIA ELECTRONIC MAIL ONLY

Kim.thomas@richmondheightsohio.org
rthunt@ralaw.com

Mayor Kim A. Thomas
City of Richmond Heights
26789 Highland Road
Richmond Heights, OH 44143

Law Director R. Todd Hunt, Esq.
Roetzel & Andress
1375 East Ninth Street
One Cleveland Center, 10th Floor
Cleveland, OH 44114

RE: Engagement of Weston Hurd, LLP for Legal Services

Dear Mayor Thomas and Law Director Hunt:

It has been a privilege and an honor to represent the City of Richmond Heights with respect to collective bargaining negotiations, labor arbitrations, day-to-day advice, and special projects over the past several years. I appreciate the City's desire to continuing using my services at my new law firm.

You have requested that Weston Hurd, LLP (the "Firm" or "WH") provide legal services to the City of Richmond Heights, Ohio (the "Client"), in regard to labor and related services as further described herein under "Scope of Services." The purpose of this Engagement Letter is to confirm the terms and conditions upon which the Firm will provide those legal services. If the terms set forth below meet with your approval, please sign, date, and return the signed correspondence to my attention (email is sufficient).

1300 East 9th Street, Suite 1400, Cleveland, Ohio 44114
tel 216.241.6602 fax 216.621.8369
www.westonhurd.com

Cleveland • Columbus

MSI Global Alliance – Independent member firm

Fundamental to an attorney-client relationship is a clear understanding of the terms and conditions upon which the Firm will provide legal services. I have prepared this Engagement Letter based on the information you have provided to me. If any of the information contained in this Engagement Letter is inaccurate or unclear, please advise me immediately so that the Engagement Letter can be modified accordingly.

Client

The Client for whom the Firm will be providing legal services under this Engagement Letter is the City of Richmond Heights, Ohio. It is my understanding that the City's Mayor and the Law Director will be the Client's primary contact representatives in regard to the Firm's legal representation of the Client.

The Firm, however, will not represent any of the Constituents of the Client (i.e. its officials, officers, directors, employees, and other agents) individually unless and until the Firm and the Client agree in writing that the representation of the Constituent(s) individually does not create a conflict, the Client and the Constituent provide written consent to the multiple representation, and this Engagement Letter is revised to authorize the multiple representation.

Scope of Services

The Firm will represent the Client in connection with labor law services as directed by the Client. These services may include collective bargaining representation; impasse proceedings; labor relations representation; representing the Client in proceedings that relate to grievances, arbitrations, or unfair labor practice charges; day-to-day labor law and related advice/services; and other labor/employment issues which may arise and for which the Client wishes the Firm to represent the Client.

Staffing

I will be the attorney at the Firm primarily responsible for the legal services to the Client. Other attorneys as well as paralegals in the Firm may also assist in order to competently and efficiently perform the Legal Services.

It is important that you are satisfied with the Firm's services and responsiveness at all times. When questions or comments arise regarding the Firm's services, staffing, billing or other aspects of the representation, please contact me by email and/or at my direct dial number listed above. Any issues related to a bill should be raised immediately upon receipt of the bill for our services.

Fees, Disbursements and Other Charges

A clear understanding now of how our fees are determined can avoid any misunderstanding later. In preparing a bill, the Firm will take into account a number of factors, the principal factor being the schedule of hourly rates for the attorneys and legal assistants who serve you. My current standard hourly rate is \$375.00. However, the Firm is sensitive to the needs of government clients to be exemplary stewards of public funds. Consequently, the Firm agrees to substantially reduce my hourly rate to \$215.00 for 2023. The hourly rate of other Firm personnel who may perform work on behalf of the Client in 2023 is likewise capped at \$215.00 for partners, \$185.00 for associate attorneys, and \$115.00 for paralegals. These rates may increase from time-to-time after 2023, with the prior approval of the Client. These rates may also be reduced or blended for certain projects or regular work as agreed by the Firm and the Client prior to the commencement of such work.

While we do not anticipate any need for third-party persons in order to competently undertake this representation, this Firm's fee is exclusive of any fees that may be required by any third party who may be retained to assist in this representation, such as accountants, investigators or trial consultants, whose retention will be discussed with and approved by the Client prior to retention of the third party.

The Firm upon request will provide an estimate of the fees and costs of this engagement in whole or in part but they will be just that – estimates. The Firm cannot guaranty that the actual fees and costs attendant to our representation will not be higher than the estimate provided because of unexpected difficulties of fact or law, unanticipated time constraints, unresponsive opposing counsel, and a great many other factors. Similarly, at any time, the Firm's attorneys may express opinions or beliefs concerning the events or various courses of action and results that might be anticipated. Those statements are an expression of opinion only based on information available to the Firm at the time and must not be construed to be a promise or guaranty of any particular result.

Client Responsibilities

In order for the Firm to provide quality legal services, representatives of the Client must keep the Firm reasonably informed of the progress and development of the matter, and respond to our inquiries in a timely manner. The Client must also fully and accurately disclose to us all facts that may be relevant to the matter or that we may otherwise reasonably request in order to keep us apprised of developments relating to the matter.

We will keep you informed of the status of this matter as developments occur. This will include sending you copies of significant correspondence and documents that we prepare as well as copies of important letters and other documents which we may receive from others. Usually, you will have to take no action upon receipt of this information, but you should read it to be aware of what is taking place. We suggest that you maintain a file marked "Confidential/Attorney-Client Communications" in which to keep copies of the items we send you.

This file should be placed in a secure location that is not accessible to other persons. For email exchanges with us, we recommend using a personal and confidential, password protected account that is accessible only by you to receive and store those communications. **Under no circumstances should you communicate with us using an email system that does not create a reasonable expectation of privacy (such as a company-supplied email account, if you are communicating about personal legal matters). Also, do not use text messaging for any matters involving the substance of our engagement. Text messaging should be limited to scheduling or other non-substantive communications.**

Termination of Representation

The Client may terminate the representation of the Firm at its discretion. To the extent permitted by the applicable rules of attorney conduct, the Firm also reserves the right to terminate the Firm's representation of the Client. However, any termination does not prohibit the Firm to the extent permitted by applicable rules of attorney conduct from collecting fees, costs and charges incurred prior to termination or from collecting fees, costs and charges incurred subsequent to termination that are in the Firm's view necessary for the protection of the Client's interest.

Unless previously terminated, the Firm's representation of you shall terminate upon the transmission of our final statement for services rendered as described in the Scope of Service. You are engaging the Firm to provide legal services to you solely described in the Scope of Service. Upon conclusion of your representation by the Firm, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you engage the Firm in writing to provide additional services to you on issues arising from or related to our representation after its conclusion, the Firm shall have no continuing obligation to advise you with respect to future legal developments.

Intra-Law Firm Communications

The Firm has identified one of its attorneys to perform the function of the in-house counsel for the Firm. Part of the function of the in-house counsel is to consult with the attorneys regarding issues involving the attorneys on the Firm's and its lawyers' ethical legal obligations. The Client will not be charged for any such consultation with the Firm's in-house counsels and the attorney-client privilege protects any attorney's communications with the in-house counsel from disclosure.

Conflicts

Based on the information that you have provided the Firm in regard to the Client and the legal representation, the Firm has not identified any conflicts of interest which would preclude this representation.

Mayor Kim A. Thomas
City of Richmond Heights
February 3, 2023
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File Retention and Destruction

The legal documents in this representation and the files within which they are contained are the property of the Client and will be delivered to the Client at the Client's written request. If the Client does not request the Client's files the Firm will deem the absence of that request as permission to destroy the files seven years after each separate matter the Firm has handled for the Client has concluded.

If the foregoing terms of our engagement are satisfactory, please indicate your consent by signing in the space provided for your signature below. Kindly return one of the originals with your signature to us at your earliest convenience. If you should have any questions or comments concerning this representation agreement, please do not hesitate to contact me. I look forward to my continued work on the City's behalf.

Very truly yours,



Max V. Rieker

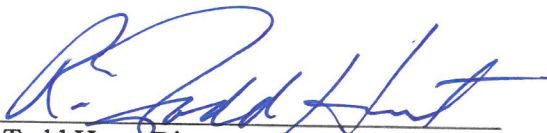
AGREED AND APPROVED this 14th day of February, 2023.

THE CITY OF RICHMOND HEIGHTS:

Signature: 

Title: Mayor


Approved as to legal form and correctness:


R. Todd Hunt, Director of Law

FISCAL OFFICER'S CERTIFICATE

I certify that the money required to meet the within engagement letter Agreement with Weston Hurd, LLP, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

2/15/23
Date


Annette Harmon, Director of Finance