

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO AN AGREEMENT WITH R. TODD HUNT AND AIMEE W. LANE OF THE LAW FIRM OF WALTER|HAVERFIELD LLP FOR CITY SOLICITOR SERVICES; AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of Hudson, Summit County, State of Ohio:

Section 1. That the City Manager is authorized and directed to enter into a first amendment to an agreement with R. Todd Hunt and Aimee W. Lane of Walter|Haverfield LLP for services as City Solicitor, a copy of which "First Amendment to Agreement" is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

Section 2. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to provide for essential legal services and to accommodate restructuring of the services and personnel related to the City Solicitor's office as of February 2017; wherefore, this Ordinance shall be in full force and effect immediately upon its passage provided it receives the affirmative vote of five members of Council except that six affirmative votes shall be required if all members are present; otherwise, it shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

David A. Basil, Mayor

ATTEST:

Elizabeth Slagle, Clerk of Council

I certify that the foregoing Resolution was duly passed by the Council of said Municipality on _____, 2017.

Elizabeth Slagle, Clerk of Council

EXHIBIT A

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is entered into at Hudson, Ohio, as of the 1st day of February, 2017, by and between the City of Hudson, a municipal corporation, duly organized and existing under the laws of the State of Ohio (hereinafter called the “City”), and R. Todd Hunt, Attorney at Law, Aimee W. Lane, Attorney at Law, and their law firm – Walter|Haverfield LLP, 1301 East Ninth Street, Suite 3500, Cleveland, Ohio 44114-1821 (hereinafter collectively referred to as the “Attorneys”).

RECITALS

WHEREAS, pursuant to Ordinance No. 11-31, adopted by the Council of the City of Hudson, Ohio, on March 2, 2011, the Council authorized the Agreement with R. Todd Hunt, Attorney at Law, and Aimee W. Lane, Attorney at Law, of the law firm of Walter|Haverfield LLP (“W|H”) to serve as City Solicitor and Assistant City Solicitor, respectively, to commence as of March 1, 2011, at certain yearly salaries and for W|H to provide special legal services to the City for certain types of legal work at specified hourly rates for W|H’s different levels of professionals (the “Initial Agreement”);

WHEREAS, it has been determined by the City Manager, the City Council and City Solicitor Hunt that a part-time attorney with an office at the City’s Municipal Services Center is advisable at this time to assist the Solicitor with the daily general legal work of the City under the Solicitor’s supervision and, therefore, the part-time general legal service provided under salary by Ms. Lane as Assistant City Solicitor since 2011 will no longer be needed;

WHEREAS, it has been determined that Ms. Lane should remain in here employment position as Assistant City Solicitor through March 31, 2017, in order to provide a transition of the provision of general legal services to the City from her to the newly appointed Assistant City Solicitor having been hired as of February 6, 2017, in the areas that she has provided legal services to the City over the past six years, in particular related to planning and zoning advice and attendance at public board and commission meetings;

WHEREAS, the hourly rates for special legal services the City has paid to Mr. Hunt's law firm, W|H, have not changed for approximately nine (9) years and there is justification for raising those rates due to the passage of time, market conditions, the municipal law experience of W/H and Mr. Hunt, and Mr. Hunt's and W|H's continuous legal services to the City as Solicitor since 1994;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto do hereby agree to amend the Initial Agreement only with respect to the following provisions that differ from the provisions of the Initial Agreement as follows:

1. Paragraph 3.(a) of the Initial Agreement is amended only with respect to Aimee W. Lane's position with the City as follows:

Aimee W. Lane shall remain as a City employee in the position of Assistant City Solicitor through March 31, 2017, and her position as a City employee and any benefits associated with that employment shall then cease after that date.

2. Paragraph 3.(b) of the Initial Agreement shall be amended in its entirety as follows:

Compensation to the City Solicitor's law firm, W|H, for the following special services shall be at the rates of \$200 per hour for all partners at W|H, including Mr. Hunt, \$170 per hour for all associate attorneys at W|H, and \$100 per hour for paralegals:

- a. preparation and supervision of the proceedings for the construction and financing of all improvements of the City requiring the issuance of notes and bonds of the City and/or assessments of property owners;
- b. annexation proceedings;
- c. charter revision;
- d. drafting and revising new zoning and land use ordinances or new Codified Ordinance chapters;
- e. services in connection with substantial rezoning;
- f. development agreements;
- g. court litigation and appeals therefrom;
- h. proceedings before administrative boards or tribunals, other than the City's own boards and commissions;
- i. collective bargaining matters, including but not limited to grievances, arbitrations, negotiations, fact-finding, and conciliation;
- j. employment law matters;
- k. broadband service and telecommunication matters;
- l. economic incentive matters;
- m. Downtown redevelopment matters;
- n. real estate transactions, appropriation of property interests, and related matters;
- o. construction law matters;
- p. public records law advice; and

q. such other extraordinary matters as are not otherwise contemplated herein, the authority for which shall be obtained from the City Manager.

Services of W|H's electronically stored information ("ESI") department shall be charged to the City at the rate of \$60 per hour.

3. All provisions of the Initial Agreement that are not specifically amended by this Amendment to Initial Agreement shall remain in full force and effect.

4. This First Amendment to Agreement shall be in full force and effect from February 1, 2017, and shall continue until either party to the Initial Agreement and this First Amendment to Agreement terminates the same upon giving the other party sixty (60) advance days advance written notice thereof.

The parties hereto execute this Amendment to Initial Agreement in duplicate as of the date and year named above.

CITY OF HUDSON, OHIO

By: _____
Jane Howington, City Manager

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