

DEPARTMENT OF LAW - LAW DIRECTOR
EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into at Olmsted Falls, Ohio, this ___ day of January, 2023, by and between the City of Olmsted Falls, Ohio ("Olmsted Falls") and Max Rieker ("Attorney").

WHEREAS, the Charter of the City of Olmsted Falls, Ohio provides for a Department of Law and Law Director; and

WHEREAS, Olmsted Falls desires to retain the non-exclusive services of Attorney to perform legal services as specified in the Charter;

NOW, THEREFORE, Olmsted Falls and Attorney agree as follows:

1. Effective Dates

This Agreement shall be effective on January 16, 2023. Attorney was appointed by the Council as Law Director and shall act in the capacity of Law Director pursuant to Article IX, §9.05 of the Charter of the City of Olmsted Falls.

2. Services to be Rendered

Attorney agrees that he shall be the legal advisor, attorney and counsel for Olmsted Falls and for all administrative departments, City Council, Mayor, and other officials, boards, and commissions of the City of Olmsted Falls in connection with municipal affairs and shall, unless Council determines otherwise, represent the City of Olmsted Falls in all proceedings in court and before any administrative board. Attorney shall perform all other duties now or hereafter imposed upon city solicitors under the laws of Ohio unless the performance of such duties be otherwise provided for by ordinance of Council. He shall perform such other duties consistent with his office as the Mayor or Council may request.

The following legal services by Attorney shall be performed pursuant to this Agreement as Law Director with no additional compensation:

Drafting legislation, daily legal advice/consultation to City officials and City employees, attendance at all City Council meetings; attendance at Board, Committee and Commission meetings when requested; review of contracts; simple Charter review and amendments; routine consultation with the Prosecuting Attorney, and those traditional and customary services that a law director performs.

The following are legal services outside the scope of this Agreement and shall be performed by Attorney and/or Weston Hurd, LLP ("Weston Hurd") pursuant to a separate Engagement Letter/Agreement:

Court litigation, mediations, arbitrations, court appeals (civil); non-City administrative hearings; labor negotiations, labor arbitrations, fact findings, and conciliations; eminent domain proceedings; workers' compensation representation; complex matters outside the scope of those

traditional and customary services provided by a Law Director, as directed by the Mayor. For these services which the City may wish the Attorney and/or Weston Hurd to perform, the Mayor may request the Attorney to provide an estimate of hours by fee category for these services and the Attorney and/or Weston Hurd may proceed with such legal representation upon the Mayor's approval.

3. Terms of Service to be Rendered

Olmsted Falls will establish expectations for such Attorney's services, but Attorney will control and direct the details and means by which the services are accomplished as required by the Ohio Rules of Professional Conduct and scheduling the number of hours worked.

Attorney will submit to Olmsted Falls a monthly itemized description of his services.

4. Compensation

Attorney will be appointed as and be an employee of the City of Olmsted Falls as Law Director. He shall be paid an annual salary of Eighty Thousand Dollars (\$80,000), payable in equal installments according to the City's payroll schedule. Compensation shall be pro-rated for services, based on dates of commencement and termination.

Attorney shall provide with each monthly billing a monthly total of the hours billed under this Agreement, so that the City can monitor the amount of monthly hours.

Attorney understands that his salary must stay within a range set by Council. There are no automatic annual increases.

Attorney may seek additional compensation from Olmsted Falls for extraordinary services, which must be requested and approved by Olmsted Falls in advance of performance of services.

5. Duration/Termination

This Agreement is effective on January 16, 2023 and shall continue thereafter until terminated by Attorney giving sixty (60) days written notice to Olmsted Falls, or Olmsted Falls giving written notice to Attorney specifying the date of termination of this Agreement. This Agreement is terminable at the will of the City of Olmsted Falls. This Agreement shall automatically renew annually for a period of three (3) years unless otherwise agreed by the parties in writing.

6. Part-Time Employee

Attorney is a part-time employee and agrees to not participate in any employee benefit program of Olmsted Falls or by reason of this Agreement or the relationship between the parties created by this Agreement. As an employee, Olmsted Falls shall make contributions for Attorney to O.P.E.R.S.

Attorney shall be covered under all City of Olmsted Falls liability insurance policies as a City official.

As required by law, Olmsted Falls shall withhold sums for federal, state and local tax liabilities and O.P.E.R.S. contributions for the Attorney. Olmsted Falls will issue IRS Form W-2 to Attorney indicating the salary of Attorney for services rendered during each year or part thereof under this Agreement.

7. Practice of Law

Attorney acknowledges that he is admitted to the practice of law in the State of Ohio and is under no suspension, disciplinary action or other disability to the practice of law in the State of Ohio. Attorney further agrees that he will notify Olmsted Falls immediately upon any disciplinary action, ethics investigation or other actual or potential impediment to, or disability from, the practice of law in the State of Ohio.

8. Assignment

This Agreement may not be assigned by Attorney without the express prior written consent of Olmsted Falls.

9. Reformation of Agreement/Severability

In the event that any part, provision or paragraph of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable, it is the agreement and intent of the parties hereto that all remaining parts, provisions and paragraphs hereof shall remain in full force and effect to the maximum extent permitted, and that this Agreement shall be enforceable as if such void or unenforceable part, provision and/or paragraph had never been a part hereof.

10. Entire Agreement

This Agreement is executed in and shall be construed in accordance with and governed by the laws of the State of Ohio. This Agreement contains the entire agreement between the parties hereto and replaces any prior agreements or contracts with respect to the subject matters expressed herein. It may not be changed orally, but only by agreement, in writing, signed by each of the parties hereto. The terms or covenants of this Agreement may be waived only by a written instrument, specifically referring to this Agreement, executed by the party waiving compliance. The failure of Olmsted Falls at any time or from time to time to require performance of any of Attorney's obligations under this Agreement shall, in no manner, affect Olmsted Falls' right to enforce any provision of this Agreement at a subsequent time; and the waiver by Olmsted Falls of any right arising out of any breach shall not be construed as a waiver of any right arising out of any subsequent breach.

11. Notices

All notices and other communication required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed or emailed, registered or certified mail, postage prepaid, return receipt requested, as follows:

To: Olmsted Falls
James Patrick Graven, Mayor
The City of Olmsted Falls
26100 Bagley Road
Olmsted Falls, Ohio 44138
Tel: (440) 235-5550

To: Attorney
Max Rieker
1300 East 9th Street, Suite 1400
Cleveland, OH 44114
Tel: (216) 687-3376

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date written above.

ATTORNEY

CITY OF OLMSTED FALLS, OHIO

MAX RIEKER

By: _____
JAMES PATRICK GRAVEN,
MAYOR

APPROVED AS TO FORM:

ANDREW D. BEMER,
LAW DIRECTOR

ESTIMATED 2023 SCHEDULE OF FEES FOR ATTORNEY/WESTON HURD LEGAL SERVICES OUTSIDE OF THE LAW DIRECTOR EMPLOYMENT AGREEMENT

Trial court litigation:	\$200/hour
Non-City administrative hearings:	\$200/hour
Eminent domain proceedings:	\$200/hour
Collective bargaining negotiation:	\$285/hour
All mediations, fact findings, conciliations, and arbitrations, including preparation and necessary briefing:	\$285/hour
Court appeals (Civil):	\$285/hour
Workers' Compensation Representation:	\$285/hour
Complex matters outside the scope of those traditional and customary services provided by a Law Director, as directed by the Mayor:	\$285/hour