

RESOLUTION NO. 2026 – 22

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH WESTON HURD LLP TO PROVIDE LEGAL SERVICES TO THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined the need for and recommends legal services described in Exhibit “A” to assist the City with labor and employment matters; and

WHEREAS, it is the desire of this Council to authorize the Administration to enter into an agreement with Weston Hurd LLP; and

WHEREAS, Council may authorize the personal services described in the agreement between the City of Parma Heights and Weston Hurd LLP, in the form identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten without advertising for bids and without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is authorized and directed to enter into an agreement between the City of Parma Heights and Weston Hurd LLP, in the form identified as Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten, and to expend funds for personal services in satisfaction of the Agreement.

Section 2: This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to utilize Weston Hurd LLP in order to continue to advise the City on time-sensitive labor negotiations and employment matters; wherefore, this Resolution shall go into effect immediately upon its passage by Council and approval by the Mayor.

PASSED: March 9, 2026

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen
CLERK OF COUNCIL

March 9, 2026
APPROVED

FILED WITH
THE MAYOR: March 9, 2026

M. Gallo
MAYOR MARIE GALLO

EXHIBIT A



Max V. Rieker | Mrieker@westonhurd.com
DIRECT LINE 216.687.3376
1300 E. 9th Street | Suite 1400 | Cleveland, Ohio 44114

***PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION***

January 1, 2026

VIA ELECTRONIC MAIL ONLY
mayorsoffice@parmaheights.us

Mayor Marie Gallo
City of Parma Heights
6281 Pearl Road
Parma Heights, Ohio 44130

Re: Engagement of Weston Hurd LLP for Legal Services

Dear Mayor Gallo:

Thank you for allowing me to continue assisting the City of Parma Heights with its very important labor and employment matters for the term January 1, 2026 through December 31, 2026. You have requested that Weston Hurd LLP (the "Firm" or "WH") provide legal services to the City of Parma Heights (the "Client"), 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 the City's approval, please sign, date, and return the signed correspondence to my attention (email is sufficient).

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.

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

January 1, 2026

Page 2

Client

The Client for whom the Firm will be providing legal services under this Engagement Letter is the City of Parma Heights. It is my understanding that Mayor Marie Gallo is the Client's primary contact representatives in regard to the Firm's legal representation of the Client, although the Client may authorize additional City personnel to act as points of contact between the Firm and 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 services as directed by the Client, which may include such services as day-to-day labor and employment advice, collective bargaining representation, labor relations representation, representing the Client in proceedings that relate to grievances and arbitrations, proceedings before the State Employment Relations Board, litigation, workers compensation representation, administrative proceedings, special projects, and/or other labor and employment issues which may arise and for which the Client wishes the Firm to represent the Client. The Firm will not undertake projects unless directed to do so by the Client. While this Engagement Letter is limited to the Scope of Services described above, the terms and conditions of the Engagement Letter would also apply to any other Legal Services the Firm may provide as agreed by the Firm and the Client in writing.

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 standard hourly rate is \$375. However, the Firm understands the importance for the Client to be a good steward of public funds. Consequently, the Firm will significantly reduce its standard rates for purposes of the representation described herein. We will cap our charges for our services at the rate of \$285.00 for partners; \$240.00 per hour for associate attorneys; and \$150.00 per hour for paralegals for all legal services described in Scope of Services. Rates may be periodically adjusted, but only with the consent of the Client.

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. 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 the City 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 the City solely described in the Scope of Service. Upon conclusion of representation by the Firm, changes may occur in applicable laws that could impact your future rights and liabilities. Unless the City engages the Firm in writing to provide additional services 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.

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.

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 and kindly return a signed copy to me at your earliest convenience. If you should have any questions or comments concerning this

January 1, 2026
Page 5

representation agreement, please do not hesitate to contact me. We look forward to working on the City's behalf.

Very truly yours,



Max V. Rieker

AGREED AND APPROVED this _____ day of _____ 2026.

CITY OF PARMA HEIGHTS

By: _____

Title: _____