

RESOLUTION NO. 114-2022

Introduced by Joe Dike

A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO EMPLOYMENT AGREEMENT WITH ANDREA F. ROCCO FOR THE PROVISION OF EMPLOYMENT LAW AND HUMAN RESOURCES SERVICES FOR THE CITY OF HURON FOR A PERIOD OF ONE (1) YEAR THROUGH DECEMBER 31, 2023

WHEREAS, Andrea F. Rocco and the City of Huron entered into a certain Employment Agreement (Employment Law and Human Resource Services) ("Agreement") on or about March 22, 2022 to permit Rocco to provide legal services pertaining to all employment law and all human resources matters for the City; and

WHEREAS, pursuant to Section 7.4 of the Agreement, the Parties desire to modify the Agreement to amend and modify certain terms of the Agreement as provided herein; and

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 First Amendment to Employment Agreement for Employment Law and Human Resources Services between Andrea F. Rocco 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

ADOPTED:

27 DEC 2022


Mark Claus, Vice-Mayor

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (herein called "First Amendment") by and between the City of Huron, Ohio, a Charter Municipality (hereinafter referred to as "City") and Andrea F. Rocco (hereinafter referred to as "Rocco") (with City and Rocco being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS, the Parties entered into a certain Employment Agreement (Employment Law and Human Resource Services) ("Agreement") on or about March 22, 2022 to permit Rocco to provide legal services pertaining to all employment law and all human resources matters for the City; and

WHEREAS, pursuant to Section 7.4 of the Agreement, the Parties desires to modify the Agreement to amend and modify certain terms of the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made in this First Amendment, and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. As of December 31, 2022 (the "Effective Date"), the first sentence of Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the following:

"This Agreement shall be effective upon execution by all parties (the "Effective Date"), and the term of this Agreement shall terminate as of 11:59 p.m. Eastern Standard Time on December 31, 2023."

2. As of the Effective Date, the first sentence of Section 3.1 of the Agreement shall be deleted in its entirety and replaced with the following:

"Commencing as of January 1, 2023, the annual salary for this position shall be \$45,000.00 and shall be payable in bi-weekly installments."

3. As of the Effective Date, Section 4.1 of the Agreement shall be deleted in its entirety and replaced with the following:


"4.1 Rocco shall be available to address matters outlined in Section 1.1 when necessary or applicable and as reasonably directed by the City Manager. The City acknowledges and agrees that Rocco maintains other obligations and commitments that may periodically require Rocco to adjust her schedule and/or work different days of the week as needed and as mutually agreed by and between the Parties."

4. All provisions of the Agreement (as amended) not modified by this First Amendment shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of the dates referenced below.

City of Huron

By: 
Matthew D. Lasko, City Manager

Andrea F. Rocco, Esq.

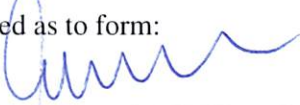
Date: 12/28/2022

Date: _____

"City"

"Rocco"

Approved as to form:



Todd A. Schrader, Esq., Law Director