

RESOLUTION NO. 78-2024

Introduced by Mark Claus

A RESOLUTION AUTHORIZING EXECUTION OF A THIRD 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 TWO (2) YEARS THROUGH DECEMBER 31, 2026

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:

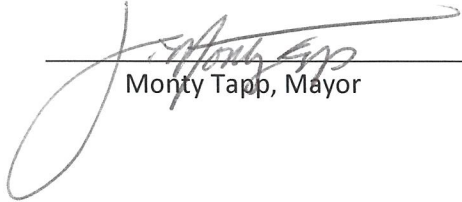
SECTION 1. The Huron City Council authorizes the City Manager to execute the Second Amendment to Employment Agreement for Employment Law and Human Resources Services between Andrea F. Rocco and the City of Huron, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a 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


Monty Tapp, Mayor

ADOPTED:

12 NOV 2024

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment to Employment Agreement (herein called "Third 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, effective December 31, 2022, the Parties entered into a First Amendment to the Employment Agreement to modify the term of the Agreement, to adjust Rocco's compensation, and to address other obligations and commitments of Rocco that may develop during the Agreement term; and

WHEREAS, effective December 31, 2023, the Parties entered into a Second Amendment to the Employment Agreement to modify the term of the Agreement, and to add a new section 3.4 addressing compensation for Rocco's participation in bargaining unit negotiations; 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.

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, 2024 (the "Effective Date"), 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, 2026. Either party hereto may terminate this Agreement, for any or no reason, on ninety (90) days prior written notice to the other party."

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:

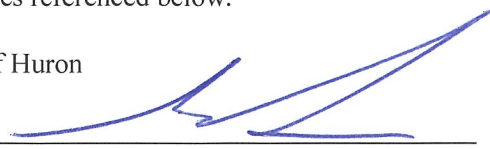
"The annual salary for this position shall be \$46,350.00 effective and paid from January 1, 2025 to December 31, 2025 in bi-weekly installments, and shall be \$47,740.50 effective and paid from January 1, 2026 to December 31, 2026 in bi-weekly installments."

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

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

City of Huron

By: 
Matthew D. Lasko, City Manager

Date: _____

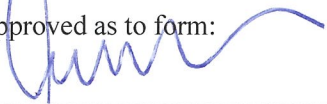
"City"


Andrea F. Rocco, Esq.

Date: 11/18/2024

"Rocco"

Approved as to form:


Todd A. Schrader, Esq., Law Director