

RESOLUTION NO. 79-2024

Introduced by Mark Claus

A RESOLUTION APPROVING A FOURTH AMENDMENT TO THE PROSECUTOR AGREEMENT WITH ANDREA F. ROCCO FOR THE PROVISION OF LEGAL SERVICES AS PROSECUTING ATTORNEY FOR THE CITY OF HURON THROUGH DECEMBER 31, 2026.

WHEREAS, Andrea F. Rocco is currently serving as prosecuting attorney for the City of Huron pursuant to a Prosecutor Agreement, as amended, expiring on December 31, 2024; and

WHEREAS, the City and Ms. Rocco have determined that it is in the best interest of the City and the residents of the City to enter into a Fourth Amendment to Prosecutor Agreement with Andrea F. Rocco for prosecuting attorney services through December 31, 2026 in the Huron Municipal Court.

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 Fourth Amendment to Prosecutor Agreement between Andrea F. Rocco and the City of Huron for prosecuting attorney services through December 31, 2026, 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.

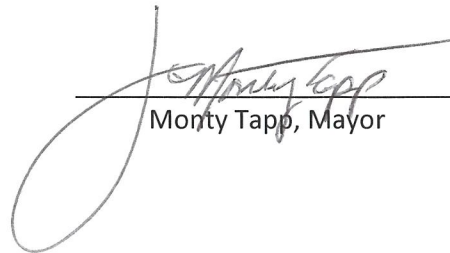
SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:


Clerk of Council

12 NOV 2024

ADOPTED:


Monty Tapp, Mayor

FOURTH AMENDMENT TO PROSECUTOR AGREEMENT

This Fourth Amendment to Prosecutor Agreement (herein called "Fourth 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 "Attorney") (with City and Attorney 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 ("Agreement") on or about December 15, 2021 to permit Attorney to serve as Prosecutor for the City; and

WHEREAS, effective March 22, 2022, the Parties entered into a First Amendment to Employment Agreement to, *inter alia*, restyle and retitle the Agreement as a "Prosecutor Agreement," and to extend the term of the Agreement to 11:59 p.m. Eastern Standard Time on December 31, 2022; and

WHEREAS, effective December 31, 2022, the Parties entered into a Second Amendment to Prosecutor Agreement to extend the term of the Agreement, as amended, to 11:59 p.m. on December 31, 2023; and

WHEREAS, effective December 31, 2023, the Parties entered into a Third Amendment to Prosecutor Agreement to extend the term of the Agreement, as amended, to 11:59 p.m. on December 31, 2024; and

WHEREAS, pursuant to Section 7.4 of the Agreement, the Parties desire to modify the Agreement to extend the term of same as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises made in this Fourth 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"), the second and third sentences of Section 2.1 of the Agreement shall be deleted in their entirety and replaced with the following:

"The term of this Agreement shall expire 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. The annual salary to be paid to Attorney pursuant to Section 3.1 of the Agreement shall be increased to \$36,050.00 effective and paid from January 1, 2025 to December 31, 2025 in bi-weekly installments, and shall be increased to \$37,131.50 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 Fourth Amendment shall remain in full force and effect.

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

City of Huron

By: _____

Matt Lasko, City Manager

Date: _____

"City"

Approved as to form:

Todd A. Schrader, Esq., Law Director

Andrea F. Rocco, Esq.

Date: _____

"Attorney"