

MAGISTRATE'S AGREEMENT

This Agreement is entered into this ___ day of _____, 2008, by and between the City of North Royalton (hereinafter "the City"), being a municipal corporation in and political subdivision of the State of Ohio (hereinafter "the State") and duly organized and validly existing under the Constitution and Laws of the State and **James A. Marniella**, an attorney at law licensed in the State of Ohio and in good standing with the Ohio Supreme Court (hereinafter "the Magistrate").

WHEREAS, the City of North Royalton determined that it is in the best interest of the City that the position of Mayor's Court Magistrate be created and that said position shall be an appointive one. It is the desire of the Mayor and Council to have a contractual relationship with the Magistrate; and

WHEREAS, the Mayor has appointed James A. Marniella as Magistrate of North Royalton Mayor's Court which appointment has been confirmed by Council pursuant to Ordinance 08-14.

IT IS THEREFORE MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

That, James A. Marniella, shall serve as Magistrate of the North Royalton Mayor's Court for the term of office of Mayor Robert A. Stefanik, which term commenced on or about November 26, 2007. This agreement shall expire at the end of the Mayor's term of office and the appointee shall continue to serve until a successor has been appointed and commences performance or earlier upon termination as specified below.

The Magistrate's duties shall be to preside as Magistrate over all legal matters filed with the North Royalton Mayor's Court. The Magistrate shall have all powers conferred upon him by Chapter 1901 et seq. of the Ohio Revised Code, the Ohio Constitution or any other chapter or section of the Ohio Revised Code or rule of the Ohio Supreme Court or Rules of Superintendence of the Courts of Ohio or any other applicable law or rule.

The Magistrate shall be certified prior to taking his oath of office and prior to assuming any duties as Magistrate as required by the Ohio Legislature and/or the Ohio Supreme Court and shall maintain such certification in good standing throughout his tenure as Magistrate of North Royalton Mayor's Court. All such forms verifying such certification shall be provided by the Magistrate to the Mayor's Secretary in a reasonable and timely fashion and same shall be maintained in accordance with the Laws of Ohio and the Rules of the Ohio Supreme Court.

The Magistrate shall, in consultation with and with prior approval of the Mayor, establish such policies, programs and procedures that are within the budget of the Court established by City Council and consistent with Ohio Law and/or the directives of the Ohio Supreme Court.

For services outlined above, the City shall pay to the Magistrate a salary of Thirty Thousand Dollars (\$30,000.00) per annum. The Magistrate shall be paid in equal monthly installments said payments being made by the fifth day of each month for services rendered in the prior month. The Magistrate's monthly installment shall be reduced by a pro rata share of the salary equal to one week for excessive absences which are defined as more than three absences in a quarter or more than one absence per month. The Magistrate shall have an option to accept as a benefit, full medical coverage paid for by the City. However, the Magistrate shall make this election prior to commencement of services and each year prior to the anniversary date of the policy during open enrollment. The Magistrate shall not be eligible to enroll in such benefits at any other time.

The Magistrate may terminate this agreement upon service to the Mayor a written notice of termination/resignation not less than sixty (60) days prior to the effective date of resignation/termination.

The City may terminate this agreement, without cause, upon serving written notice to the Magistrate at his office or home address not less than sixty (60) days prior to the effective date of said termination and by obtaining official concurrence of two-thirds (2/3) of the Members of City Council and approval of the Mayor.

This agreement shall be construed and governed by Ohio law. There shall be no assignment of this agreement, the services to be provided being deemed personal.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the City of North Royalton, County of Cuyahoga, Ohio.

For the City of North Royalton:

Mayor Robert A. Stefanik

James A. Marniella
Attorney at Law

Date: _____

Laura J. Haller
Director of Legislative Services

Approved as to form:

Thomas P. O'Donnell
Law Director