

AGREEMENT

This Agreement is entered into this ___ day of March, 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 ("State") and duly organized and validly existing under the Constitution and Laws of the State and Joseph P. O'Malley, an attorney at law licensed in the State of Ohio and in good standing with the Ohio State Bar Association (hereinafter "the Second Assistant").

WHEREAS, Section 236.03 of the Codified Ordinances of the City of North Royalton specifies that the position of Second Assistant prosecutor shall be an appointive one and it is the desire of Council, in addition to the North Royalton Charter provisions, to have a contractual relationship with the Second Assistant prosecutor which will cover such matters as compensation, duties, termination of contract and other matters of like nature; and

WHEREAS, the Mayor has appointed Joseph P. O'Malley as Second Assistant Prosecutor.

IT IS THEREFORE MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

That Joseph P. O'Malley shall serve as Second Assistant Prosecutor of the City for the term of office of Mayor Robert A. Stefanik that commenced on or about November 26, 2007. This agreement shall expire at the end of the Mayor's term of office when a successor has been appointed and commences performance or earlier upon termination as specified below.

The Second Assistant Prosecutor shall be under the supervision of the First Assistant Prosecutor and shall assist the First Assistant Prosecutor in prosecuting all criminal violations of City ordinances and State statutes in the Mayor's Court and courts of record, as well as violations of the Building Code, the Zoning Code, sanitary sewer and sewer rental charge ordinances and the Municipal Income Tax. Further, the Second Assistant Prosecutor shall perform such other duties as assigned by the Mayor, Law Director, or First Assistant Prosecutor, including, but not limited to, giving advice to residents, conducting Prosecutor's hearings and hearing and reviewing complaints referred by City enforcement officials.

For services outlined above, the Second Assistant Prosecutor shall receive a retaining fee *in an amount as provided by Ordinance of Council* of ~~\$27,000 per annum (calendar year)~~ and shall have the option of receiving healthcare benefits to include medical, dental and eye care, the premiums which shall be fully paid for by the City. The retaining fees shall be paid on a monthly basis commencing upon the effective date of this agreement and the amounts shall be subject to the contribution by the Second Assistant Prosecutor to OPERS.

The Second Assistant may terminate this agreement upon service to the Law Director and Mayor a written notice of termination not less than sixty (60) days prior to the effective date of termination.

The City may terminate this agreement, without cause, upon serving written notice to the Second Assistant 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.

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

Joseph P. O'Malley
Attorney at Law

Laura J. Haller
Director of Legislative Services

Amended by Ordinance 08-184