

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SARA J. FAGNILLI AND THE LAW FIRM OF WALTER | HAVERFIELD LLP FOR CITY PROSECUTOR SERVICES; AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of Hudson, Summit County, State of Ohio, that:

Section 1. The City Manager is authorized to enter into an agreement with Sara J. Fagnilli of Walter | Haverfield LLP for services as City Prosecutor and with the law firm of Walter | Haverfield LLP for prosecutorial services, a copy of which agreement is attached hereto as "Exhibit A" and incorporated herein fully as if by reference, and effective as of January 1, 2016.

Section 2. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to provide for essential legal services at the earliest possible time; wherefore, this Ordinance shall be in full force and effect immediately upon its passage provided it receives the affirmative vote of five (5) members of Council except that six (6) affirmative votes shall be required if all members are present; otherwise, it shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

David A. Basil, Mayor

ATTEST:

Elizabeth Slagle, Clerk of Council

I certify that the foregoing Ordinance was duly passed by the Council of said Municipality on _____, 2016.

Elizabeth Slagle, Clerk of Council

“EXHIBIT A”

AGREEMENT

THIS AGREEMENT entered into at Hudson, Ohio, as of the 1st day of January, 2016, by and between the City of Hudson, a municipal corporation, duly organized and existing under the laws of the State of Ohio (hereinafter called the “City”), Sara J. Fagnilli, Attorney at Law of Walter | Haverfield LLP, and Walter | Haverfield LLP, 1301 East Ninth Street, Suite 3500, Cleveland, Ohio 44114-1821 (hereinafter collectively called the “Attorneys”).

WITNESSETH

That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The City Council has authorized and the City Manager hereby appoints Sara J. Fagnilli and said Sara J. Fagnilli enters into said City employment and agrees to perform the functions as the City’s Prosecutor as provided by the Charter of the City and this Agreement.

2. As compensation for the Attorneys’ services hereunder, the City shall pay them as follows:

- (a) For handling of all prosecutorial services for the City, except for those services specified in subsection 2(b) below, the City shall pay Sara J. Fagnilli an annual salary of Forty-Eight Thousand Dollars (\$48,000.00) payable in equal monthly installments of Four Thousand Dollars (\$4,000.00) on the last business day of each month, commencing in January 2016.
- (b) For the actual preparation time and in-trial time for jury trials only, for appeals to the court of appeals, for formal police officer training sessions (in person time only) and for legal services related to prosecution matters

by attorneys at Walter | Haverfield LLP, other than Sara J. Fagnilli, the City shall pay Walter | Haverfield LLP for the services of Sara J. Fagnilli and those other attorneys at the rate of One Hundred Forty Dollars (\$140.00) per hour, upon the submission of periodic invoices.

3. This Agreement shall be in force and effect from January 1, 2016 until either party to the Agreement terminates the same upon giving the other party fifteen (15) days written notice.

The parties hereto execute this Agreement in duplicate the date and year first named above.

CITY OF HUDSON, OHIO

By: _____
Jane Howington, City Manager

Sara J. Fagnilli
WALTER | HAVERFIELD LLP
The Tower at Erieview
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(216) 928-2958

WALTER | HAVERFIELD LLP

By: _____
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