

Sponsor: Bruce/Pain

RESOLUTION NO. 07-11

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT TO EMPLOY JOSEPH D. KIRBY, ATTORNEY AT LAW, AS ATTORNEY FOR THE CITY OF JACKSON, AND DECLARING AN EMERGENCY.

WHEREAS, John L. Detty, after he has for many years acted as the attorney for the City of Jackson, Ohio, has recently been appointed the full-time prosecuting attorney for the County of Jackson, Ohio, and has vacated his position as attorney for the City thereby leaving the City without legal counsel; and

WHEREAS, it is necessary that the City have an attorney advising the City and representing it in criminal prosecutions and otherwise filling the duties of Law Director as set forth in Ohio Revised Code chapter 733.

WHEREAS, the legislative authority determines that it is necessary to have an attorney fulfilling the duties of Law Director and acting as its attorney in order to preserve the public safety, health and welfare; and

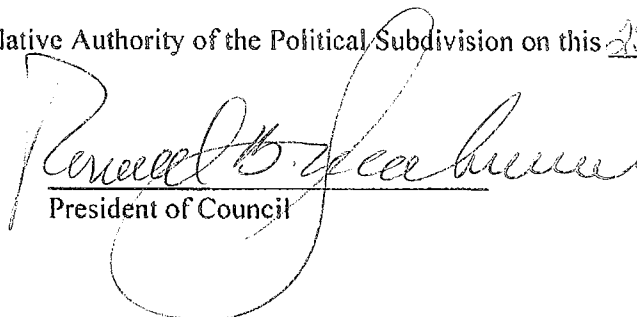
WHEREAS, the legislative authority, after soliciting interest in the position from area attorneys and interviewing those attorneys who responded, has determined it to be in the best interest of the City that Joseph D. Kirby be selected to serve as the attorney for the City of Jackson, Ohio and that the City enter into the Agreement attached hereto; and

NOW, THEREFORE, BE IT RESOLVED BY THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE CITY OF JACKSON THAT:

1. The Mayor is authorized to enter into an Agreement between the City of Jackson, Ohio and Joseph D. Kirby, to employ Mr. Kirby as its City Attorney. A copy of the Agreement is attached hereto as Exhibit A and is incorporated herein.
2. This Resolution is hereby declared to be an emergency Resolution necessary for the immediate preservation of the public peace, health and safety of the City. Therefore, this Resolution shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code section 731.30.
3. In the event this Resolution receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Resolution shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.
4. It is hereby found and determined that all formal acts of this council concerning and relating to adoption of this resolution were adopted in an open meeting of this

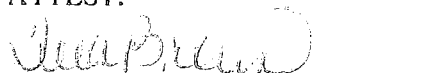
council and that the deliberations of the council and any of its committees resulted in such formal action, were in meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 25th day of April, 2011.



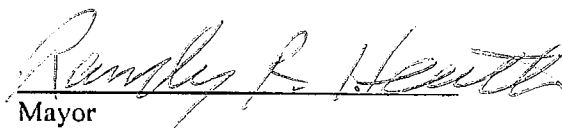
President of Council

ATTEST:



Clerk of the Legislative Authority

Approved this 25th day of April, 2011.



Mayor

AGREEMENT

This is an Agreement entered into as of this ____ day of _____, 2011 by and between THE CITY OF JACKSON, OHIO, an Ohio Municipal Corporation, together with its successors and assigns, hereinafter referred to as CITY, and JOSEPH D. KIRBY, hereinafter referred to as KIRBY.

WHEREAS, the CITY desires to employ KIRBY and KIRBY desires to perform services for the CITY as described in this Agreement and any attachments hereto.

NOW, THEREFORE, the CITY and KIRBY, in consideration of the mutual covenants and promises set forth below, agree as follows:

1. The CITY shall employ KIRBY as its Director of Legal Operations and City Attorney for the CITY OF JACKSON, OHIO and KIRBY accepts such employment. KIRBY'S duties shall be those normally undertaken by a City Law Director, and shall include those duties as set forth in Chapter 123 of the Jackson Codified Ordinances of the City of Jackson, Ohio and those duties as set forth in Chapter 733.48-733.671, inclusive, of the Ohio Revised Code.

2. The CITY shall compensate KIRBY at the initial annual rate of Fifty Three Thousand and No/100 Dollars (\$53,000.00), payable in no less than 12 equal amounts during the course of the year. KIRBY shall not receive any overtime pay. All income taxes, PERS, and other necessary withholdings shall be withheld from KIRBY'S pay.

3. The CITY shall provide holidays and other benefits received by non-uniformed unionized employees of the CITY as in accordance with the collective bargaining agreement then in existence with the non-uniformed unionized work force of the CITY OF JACKSON, OHIO. At the present time KIRBY shall not be included under the terms of the CITY'S hospitalization insurance. In the event KIRBY requires such insurance the parties hereto shall negotiate an Agreement for the cost of such insurance. The parties agree that KIRBY shall have four weeks accumulated and accrued vacation time upon the execution of this Agreement.

4. The term employment under this Agreement shall be through December 31, 2013.

5. No amendments to this Agreement shall be effective unless contained in a written document signed by both of the parties hereto.

6. Neither party shall have the right to assign this Agreement or any rights or obligations hereunder without the consent of the other party.

7. Either party shall have the right to terminate this Agreement for cause upon sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the CITY has duly authorized the Agreement to be executed on its behalf by its Mayor, and KIRBY has signed this Agreement on the 30th day of April, 2011.

Signed in the Presence Of:

CITY OF JACKSON, OHIO

[Handwritten Signature]

Randy Heath
RANDY HEATH, Mayor

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]
JOSEPH D. KIRBY

[Handwritten Signature]