

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH LEE WAGONER TO SERVE AS MAGISTRATE FOR THE MAYOR'S COURT AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Lee Wagoner to serve as Magistrate for the Mayor's Court, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby 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 a Magistrate for the Mayor's Court at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: July 20, 1999

Michael Lyons  
President of Council

Ronald W. Jensen  
Mayor

Dated: 7/23/99

ATTEST:  
Carol Gibson  
Clerk of Council

AGREEMENT

THIS AGREEMENT, made at Summit County, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 1999 by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, Richfield, Ohio 44286-0387 (hereinafter the "Village") and LEE WAGONER, \_\_\_\_\_, \_\_\_\_\_, Ohio \_\_\_\_ ("Wagoner").

WHEREAS, the Village of Richfield, through its Mayor, conducts a Mayor's Court; and

WHEREAS, the Mayor's Court wishes to engage the services of Wagoner as a Magistrate; and

WHEREAS, Wagoner is currently a licensed attorney to practice in the State of Ohio and has received training as a Magistrate for a Mayor's Court; and

WHEREAS, Wagoner is willing to serve as Magistrate for the Mayor's Court under the terms and conditions set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED between the Village and Wagoner as follows:

1. The Village of Richfield hereby hires Wagoner to serve as Magistrate for the Richfield Mayor's Court. Wagoner shall perform such duties as are normally required of a Magistrate in a Mayor's Court.
2. Wagoner shall be an employee of the Village and shall be paid \$150.00 per Mayor's Court session which he attends.
3. As an employee of the Village, the Village agrees to defend and indemnify Wagoner for all actions taken while acting as Magistrate to the fullest extent allowed by law.

4. This Agreement will continue to run and be binding on the parties for a period of one (1) year from the date hereof. This Agreement may not be modified in any manner except by the written consent of the Village and Wagoner. This Agreement may not be assigned by either party.

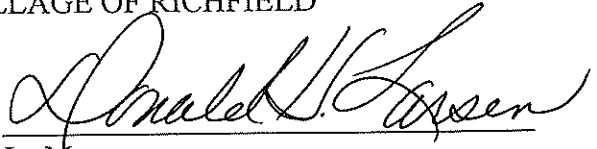
5. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice. Notices shall be given as follows:

If to the Village: Village of Richfield  
4410 West Streetsboro Road  
P. O. Box 387  
Richfield, Ohio 44286-0387  
Attn: Mayor

If to Waggoner: Lee Wagoner, Esq.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement, in triplicate, on the date and year first above written.


VILLAGE OF RICHFIELD

By:   
Its Mayor

And: \_\_\_\_\_  
Its Finance Director

\_\_\_\_\_  
Lee Wagoner

APPROVED AS TO FORM.

  
Charles T. Riehl, Law Director  
Village of Richfield