

RESOLUTION 2018- 10

RESOLUTION TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROSECUTORIAL SERVICES AND TO DECLARE AN EMERGENCY

WHEREAS, the City of Mount Vernon is the host city for Mount Vernon Municipal Court, which pursuant to R.C. 1901.02 (B) has jurisdiction within all of Knox County; and

WHEREAS, the City of Mount Vernon, through its Law Department, provides municipal prosecution services for its own jurisdiction and for the unincorporated areas of Knox County which may appear in Mount Vernon Municipal Court; and

WHEREAS, the Village of Centerburg desires to engage the City of Mount Vernon, by and through its Law Director, to provide prosecutorial services in Mount Vernon Municipal Court pursuant to the provisions of a written agreement; and

WHEREAS, the Mount Vernon Law Director has proposed a written agreement, and the Village has reviewed and modified the same, but has not yet finalized the specific terms of the agreement for a term to commence January 1, 2019.

NOW THEREFORE BE IT RESOLVED by Council for the Village of Centerburg, Knox County, Ohio, that:

SECTION 1. The Mayor, subject to the approval of the Village Solicitor, shall be authorized to obtain prosecutorial services that proceed to Mount Vernon Municipal Court arising from events occurring within the Village.

SECTION 2. The Mayor, subject to the approval of the Village Solicitor, shall be authorized to execute a contract in substantially similar form as that attached to this Resolution.

SECTION 3. This Resolution is declared an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the Village, in that swift and efficient prosecution of criminal activity is vital to the health and safety of the Village citizens, and renewal or replacement thereof is essential to ensure that municipal services are uninterrupted and safety is preserved and protected throughout the Village wherefore, this Resolution shall be in full force and effect immediately upon its adoption.

SIGNATURES ON FOLLOWING PAGE

DATE PASSED 12-3-2018

[SIGNATURE ON FILE]
PRESIDENT OF COUNCIL

ATTEST [SIGNATURE ON FILE]
CLERK OF COUNCIL

[SIGNATURE ON FILE]
MAYOR

APPROVED AS TO FORM:

DATE APPROVED: 12/3/18

LEGAL COUNSEL

I hereby certify that the Resolution or a summary of the Resolution was published once a week for two consecutive weeks on December 10, 2018 and December 17, 2018 in the *Mount Vernon News* in conformance with the Ohio Revised Code.

[SIGNATURE ON FILE]
CLERK-TREASURER

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into this 3rd day of December, 2018 by and between the DIRECTOR OF LAW FOR THE CITY OF MOUNT VERNON, OHIO ("Director of Law"), and the VILLAGE OF CENTERBURG, Knox County, OHIO ("Village").

WHEREAS, Mount Vernon is the host city for the Mount Vernon Municipal Court which, pursuant to R.C. 1901.02 (B), has jurisdiction within Knox County; and

WHEREAS, the Director of Law and the Director's employees and assigns, provides prosecutorial services for its own jurisdiction in Mount Vernon Municipal Court; and

WHEREAS, Village desires to obtain prosecutorial services from Director of Law for the prosecution of certain traffic and criminal cases in the Mount Vernon Municipal Court; and

WHEREAS, Director of Law desires to provide prosecutorial services to Village for the prosecution of certain traffic and criminal cases in the Mount Vernon Municipal Court.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms contained in this Agreement, the parties agree as follows:

SECTION ONE. Director of Law agrees that by and through personnel employed by the Director of Law, it will do all of the following:

- A) provide prosecutorial legal services for all conferences, hearings, and cases, unless specifically excluded from this agreement, arising in or related to criminal matters that are or were before the Mount Vernon Municipal Court, Criminal Division, arising out of alleged violations of traffic and criminal ordinances of Village or violations of traffic and criminal statutes of the State of Ohio which have jurisdiction within the limits of Village, and any appeal of any such matter.
- B) consult with and advise law enforcement personnel who are assigned to enforce the law in Village and all other appropriate officials of Village, (including Village councilmembers, administrative staff, the Village Solicitor and/or affiliated personnel, and citizens) on a regular and consistent basis, concerning the status of pending matters, and general enforcement of the criminal and traffic statutes of the State of Ohio and Ordinances of Village within the limits of Village.

The Village shall be made aware immediately of any and all matters which the Director of Law is engaged on behalf of the Village, and shall keep a record of each matter handled for the Village such that a total of matters for which the Director of Law has been engaged is made available to the Village immediately upon request, as well as at each year end.

- C) Consult with all persons concerning violations of the criminal statutes of the State of Ohio and Village alleged to have occurred within the limits of Village and will assist such citizens when necessary in the preparation and filing of affidavits charging such offenses.
- D) Represent the Bureau of Motor Vehicles, by and through personnel employed by the Director of Law, in all cases coming before the Mount Vernon Municipal Court, Civil Division, arising out of the appeal procedure of Ohio Revised Code §4510.037, 4510.73, and 4511.197, and in which the legal representative of Village would have a duty to represent the Bureau of Motor Vehicles.

SECTION TWO. In consideration of the services provided by Director of Law under this Agreement, Village agrees to pay an annual rate as follows:

2019 Rate: \$1.00

The annual rate shall be payable in four (4) equal quarterly installments. The first quarterly installment is due on or around February 1st of each year, and additional quarterly payments are due every three (3) months. Payments of \$1.00 or less shall be remitted within 10 days of execution of this Contract.

The annual rate shall constitute payment in full of all costs and expenses incurred by and due to be paid to Director of Law under this Agreement, including, but not limited to, the salary and benefits of the person(s) employed by Director of Law with these funds, the current cost of funding such person's retirement pension, workers' compensation benefits and Medicare tax, and costs of carrying out the services specified herein.

SECTION THREE. Nothing in this Agreement shall be construed to bind Director of Law to assign personnel of any particular pay scale to perform the prosecutorial services for Village. Director of Law does agree to assign personnel who are licensed to practice law in the State of Ohio and are in good standing with the Ohio Supreme Court. In instances of sickness, vacation, conflict of interest or other valid reasons for absence of an attorney to represent the Village, the Director of Law shall provide for the Village a substitute prosecutor. Selection of a substitute prosecutor shall be at the discretion of the Director of Law and at no additional expense to the Village.

SECTION FOUR. It is mutually understood and agreed that the responsibility of Director of Law under this Agreement shall be limited to those

functions set forth in this Agreement and that the personnel assigned by Director of Law to carry out the terms of this Agreement shall not be required to engage in any investigations other than those normally performed by the Director of Law in regard to and incident to the routine prosecution of cases.

SECTION FIVE. Director of Law shall indemnify and save Village harmless from all claims or liability of any type or nature to any person, firm or corporation arising from, resulting from or attributable to the work done under this Agreement by Director of Law. Nothing in this Agreement shall be construed as an attempt to make Village responsible for the negligence of Director of Law or for any strict liability which may be imposed upon Director of Law.

SECTION SIX. This Agreement may be terminated by either party by giving ninety (90) days written notice to the other party of its intention to terminate.

SECTION SEVEN. The parties agree that this Agreement shall be in full force and effect from January 1, 2019 and shall continue until December 31, 2019, unless terminated earlier as provided in this Agreement. This Agreement shall not renew, nor shall any rights or obligations hereunder continue after December 31, 2019, without the written consent of both parties.

SECTION EIGHT. This writing embodies the entire Agreement between the parties and all amendments shall be in writing and signed by both parties.

IN WITNESS WHEREFORE, this Agreement has been executed as of the day and year written above.

**VILLAGE OF CENTERBURG,
KNOX COUNTY, OHIO**

SIGNATURE ON FILE

By: Dave Beck, Mayor

Date: 12/3/18

APPROVED:

_____, Solicitor

Date: _____

**DIRECTOR OF LAW FOR THE
CITY OF MOUNT VERNON,
KNOX COUNTY, OHIO**

SIGNATURE ON FILE

P. Robert Broeren, Director of Law

Date: 12/11/18