

RESOLUTION 2016- 09

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, 2017.

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 December 5, 2016

SIGNATURE ON FILE

PRESIDENT OF COUNCIL

ATTEST

SIGNATURE ON FILE

CLERK OF COUNCIL

SIGNATURE ON FILE

MAYOR

APPROVED AS TO FORM:

DATE APPROVED: 12/5/16

SIGNATURE ON FILE

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 16, 2016 and December 23, 2016 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 _____ day of _____, 2016 by and between the ~~DIRECTOR OF LAW FOR THE CITY OF MOUNT VERNON, Knox County, OHIO~~ ("Director LawMount Vernon"), 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, Mount Vernon, through its 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 LawMount Vernon~~ for the prosecution of certain traffic and criminal cases in the Mount Vernon Municipal Court; and

WHEREAS, ~~Director of LawMount Vernon~~ 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 LawMount Vernon agrees that it will undertake to prosecute, by and through personnel employed by the Director of LawMount Vernon, it will do all of the following:

1) provide prosecutorial legal services for all conferences, hearings, and cases, unless specifically excluded from this agreement, ~~coming 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 statues of the State of Ohio which occur have jurisdiction within the limits of Village.

a. —

b. —

~~Director of Law, further agrees that it will direct its personnel, who are to perform the services contemplated by this Agreement, to~~

2) 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) when necessary, concerning the

enforcement of the criminal and traffic statutes of the State of Ohio and Ordinances of Village within the limits of Village.

~~SECTION TWO.~~ Director of Law agrees that it will, by and through the personnel assigned to duties in the Office of the Director of Law,

2) consult with and advise 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.

3)

~~3) SECTION THREE.~~ Director of Law agrees that it will undertake to r

4) 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 §4511.19 and ~~§4507.40~~ 4510.037, and in which the legal representative of Village would have a duty to represent the Bureau of Motor Vehicles.

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

2017 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 ~~Director of Law~~ Mount Vernon under this Agreement, including, but not limited to, the salary and benefits of the person(s) employed by ~~Director of Law~~ Mount Vernon with these funds, the current cost of funding such person's retirement pension, workers' compensation benefits and Medicare tax.

SECTION FIVETHREE. Nothing in this Agreement shall be construed to bind ~~Director of Law~~ Mount Vernon to assign personnel of any particular pay scale to perform the prosecutorial services for Village. ~~Director of Law~~ Mount Vernon 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, Mount Vernon shall provide for the Village a substitute

prosecutor. Selection of a substitute prosecutor shall be at the discretion of Mount Vernon and at no additional expense to the Village.

SECTION SIXFOUR. It is mutually understood and agreed that the responsibility of ~~Director of Law~~Mount Vernon under this Agreement shall be limited to those functions set forth in this Agreement and that the personnel assigned by ~~Director of Law~~Mount Vernon 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~~Mount Vernon in regard to and incident to the routine prosecution of routine cases.

SECTION SEVENFIVE. ~~Director of Law~~Mount Vernon 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~~Mount Vernon. Nothing in this Agreement shall be construed as an attempt to make Village responsible for the negligence of ~~Director of Law~~Mount Vernon or for any strict liability which may be imposed upon ~~Director of Law~~Mount Vernon.

SECTION EIGHTSIX. 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 NINESEVEN. The parties agree that this Agreement shall be in full force and effect from January 1, 2017 and shall continue until December 31, 2017, unless terminated earlier as provided in this Agreement.

SECTION TENEIGHT. 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.

WITNESSES:

VILLAGE OF CENTERBURG, OHIO

Name

, Mayor

Approved as to form:

Solicitor

WITNESSES:

THE CITY OF MOUNT VERNON, OHIO
~~DIRECTOR OF LAW~~

Name

By: P. Robert Broeren, Jr.,
Its: DIRECTOR OF LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into this 20th day of December, 2016 by and between the DIRECTOR OF LAW FOR THE CITY OF MOUNT VERNON, OHIO ("Director 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, Mount Vernon, through its 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 Mount Vernon 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 Mount Vernon 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 §4511.19 and §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:

2017 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, Mount Vernon shall provide for the Village a substitute prosecutor. Selection of a substitute prosecutor shall be at the discretion of Mount Vernon 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, 2017 and shall continue until December 31, 2017, unless terminated earlier as provided in this Agreement. This Agreement shall not renew, nor shall any rights or obligations hereunder continue after December 31, 2017, 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: David Beck, Mayor

Date: 12/20/16

APPROVED:

SIGNATURE ON FILE

Kyle J. Stroh, Solicitor

Date: _____

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

SIGNATURE ON FILE

P. Robert Broeren, Director of Law

Date: 12/20/16