
Agreement For Prosecutor Services

This Agreement is entered between Henry County, Ohio (hereinafter referred to as ("the County")), by and through its Board of Commissioners, and the City of Napoleon, Ohio (hereinafter called "the City"), by and through its City Law Director, for legal services rendered by the City to the County pursuant to ORC 1901.34(a), as may be amended, and other applicable sections of the ORC that confers the duty on the Law Director to represent the County.

A. Services

In consideration of the amount listed in Section (B) of this Agreement, the City, through its Law Director's Office, agrees to provide legal services to the County as directed in ORC 1901.34(a), as may be amended, and other applicable sections of the ORC that confers the duty on the Law Director to represent the County by utilizing the City Law Director or his/her designee. Any extraordinary expenses incurred by the City that is associated with the prosecution of cases in the unincorporated areas of the County shall be in addition to this fee and shall be reimbursed to the City by the County (ie. subpoena fees, jury fees, filing fees, expert witness fees, deposition fees). Nothing in this Agreement shall be construed as limiting the County Prosecutor from performing the services as authorized in law in the Municipal Court, and any service thereof shall constitute a waiver to the Law Director or his/her designee from acting.

B. Fee

The County agrees that the amount due and payable to the City for services rendered as provided in Section (A) of this Agreement shall be **Thirty Thousand Three Hundred Ninety dollars 08/100 (\$30,390.08)**, each year, commencing in the first week of January of the year 2012, unless otherwise modified. The fee established herein shall include the County's contribution to Public Employment Retirement System (PERS) and Worker's Compensation. All taxes and other withholdings shall be the responsibility of the City. The City shall invoice the County on equal monthly installments and the same shall be paid to the Treasury of the City within thirty (30) days of invoice.

In addition to all other fees permitted by this Agreement, the County shall pay to the Treasury of the City in the first week of January of every contract year the sum of **Six Thousand and Thirty-two dollars and 29/100 (\$6,032.29)** as a flat lump sum fee, for routine office expenses (ie. office space, secretarial reimbursement, utilities, and etc.).

C. Continuing Contract/ Termination

This Agreement shall automatically renew commencing January 1 of each year, under the same terms and conditions, unless amended or terminated as provided herein. The parties may terminate this Agreement at any time so long as such termination notice is provided by the terminating party to the non terminating party, in writing, at least one hundred

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eighty (180) days prior to the desired termination date. Nevertheless, this Agreement may be terminated by mutual consent at anytime. In the event of early termination, the fees established in this Agreement shall be prorated.

D. Amendments

This Agreement may only be amended in writing signed by the parties. This constitutes a complete agreement and any verbal or other correspondence shall have no binding effect.

E. Assignment

Except as herein provided, the services to be performed under this Agreement may not be assigned or transferred to another office or agency without the written consent of the County. Nothing in this Section shall be construed as prohibiting the Law Director from appointing Acting Law Directors, Assistants, or Special Prosecutors to carry out the obligations under this Agreement when required.

F. Equal Employment Opportunity

The City agrees that, in the hiring of employees for the performance of work under this contract or any person acting on the City's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; further, the City, or any person on the City's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color; finally, the City in its operations or person working on the City's behalf, shall not discriminate against persons by reason of cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Forfeiture for EEO Violation. Notwithstanding any other provision of this contract regarding termination or penalty, there shall be deducted from the amount payable to the City under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract; moreover, the contract shall be canceled or terminated by the County and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this equal employment opportunity section of this contract.

G. Prior Agreement

This Agreement shall supersede any prior agreements; moreover, the Agreement between the parties identified as City Contract No. 2009-32 shall terminate on December 31, 2011 at 11:59 p.m..

H. Effective Date

This Agreement shall be effective on December 31, 2011 at 11:59 p.m.

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Signature represents an agreement to the above conditions on the date first indicated above:

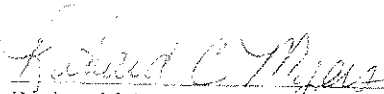
By: Henry County, Ohio

By: City of Napoleon, Ohio


Robert Hastedt, Commissioner


David M. Grahn, City Law Director


Thomas H. VonDeylen, Commissioner


Richard Myers, Commissioner

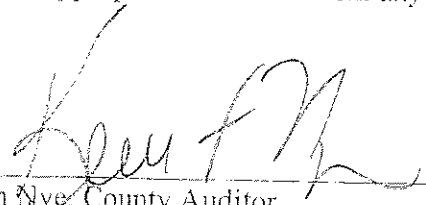
Approved as to form and correctness:

David M. Grahn, City Law Director


Melissa Peper Firestone, Assistant
county prosecutor

CERTIFICATION OF FUNDS

The undersigned, being the Auditor of Henry County, Ohio, its Fiscal Officer, hereby certifies that in the case of this continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.


Kevin Nye, County Auditor

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RESOLUTION

IN THE MATTER OF AGREEMENT
FOR PROFESSIONAL SERVICES FOR
CITY PROSECUTOR'S SERVICES - 2012

APPROVAL

On this 1st day of November, 2011, Mr. Myers moved the adoption of the following RESOLUTION:

WHEREAS, David M. Gahan, Law Director for the City of Napoleon, has submitted for approval the Agreement for Prosecutor Services for 2012 with the City of Napoleon, which shows a 2% increase, now therefore be it

RESOLVED, That the Board of Henry County Commissioners does hereby approve the Agreement with the City of Napoleon for prosecutor's services for the year 2012 and listed below:

Service Compensation - \$ 30,390.08
Office Expenses - \$ 6,032.29

AND BE IT FURTHER RESOLVED, That it is found and determined that all formal actions of this Board concerning and relating to the adoption of the Resolution were so adopted in an open meeting of this Board and that any deliberations of this Board and any of its committees that resulted in such formal actions were in a meeting open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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Mr. Hastedt seconded the resolution and the roll being called upon for its adoption, the vote resulted as follows:

Thomas H. Von Deylen YEA
Thomas H. Von Deylen

Robert E. Hastedt YEA
Robert E. Hastedt

Richard C. Myers YEA
Richard C. Myers

Attest:

Vicki R. Glick
Vicki R. Glick, Clerk