

AGREEMENT

2018 R79
Exhibit "A"

THIS AGREEMENT is entered into this _____ day of _____, 2018 by and between the CITY OF BARBERTON ("Barberton"), pursuant to Resolution No. _____ enacted by Barberton City Council on the _____ day of _____, 2018 and the CITY OF GREEN ("Green"), pursuant to Resolution No. _____ enacted by Green City Council on the _____ day of _____, 2018.

WHEREAS, Green desires to obtain prosecutorial services from Barberton for the prosecution of certain traffic and criminal cases in the Barberton Municipal Court; and

WHEREAS, Barberton desires to provide prosecutorial services to Green for the prosecution of certain traffic and criminal cases in the Barberton 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. Barberton, through its Director of Law, agrees that it will undertake to prosecute, by and through personnel employed by the City of Barberton, Law Director, all cases coming before the Barberton Municipal Court, Criminal Division, arising out of alleged violations of traffic and criminal ordinances of Green or traffic and criminal statutes of the State of Ohio which occur within the limits of Green.

Barberton, through its Director of Law, further agrees that it will direct its personnel, who are to perform the services contemplated by this Agreement, to consult with and advise law enforcement personnel who are assigned to enforce the law in Green and all other appropriate officials of Green, when necessary, concerning the enforcement of the criminal and traffic statutes of the State of Ohio and Ordinances of Green within the limits of Green.

SECTION TWO. Barberton, through its Director of Law, agrees that it will, by and through the personnel assigned to duties in the Barberton Law Department, consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio and Green alleged to have occurred within the limits of Green and will assist such citizens when necessary in the preparation and filing of affidavits charging such offenses.

SECTION THREE. Barberton, through its Director of Law, agrees that it will undertake to represent the Bureau of Motor Vehicles, by and through personnel employed by the Barberton Law Department, in all cases coming before the Barberton Municipal Court, Civil Division, arising out of the appeal procedure of Ohio Revised Code §4511.19 and §4507.40, and in which the legal representative of Green would have a duty to represent the Bureau of Motor Vehicles.

SECTION FOUR. In consideration of the services provided by Barberton under this Agreement, Green agrees to pay an annual rate as follows:

2019 Rate:	\$37,106.00
2020 Rate:	\$38,961.00
2021 Rate:	\$40,909.00

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.

The annual rate shall constitute payment in full of all costs incurred by Barberton under this Agreement, including, but not limited to, the salary of the person employed by Barberton with these funds, the current cost of funding such person's retirement pension, workers' compensation benefits and Medicare tax. It is specifically understood and agreed that should the salary pay scale level and/or the cost of benefits be increased or decreased, the annual rate of reimbursement for prosecutorial services under this Agreement shall be adjusted accordingly and reflected in the quarterly payments of Green. Barberton shall provide Green with a written notice of at least thirty (30) days prior to any change in the annual contract amount.

SECTION FIVE. Nothing in this Agreement shall be construed to bind Barberton to assign personnel of any particular pay scale to perform the prosecutorial services for Green. Barberton 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.

SECTION SIX. It is mutually understood and agreed that the responsibility of Barberton, and its Director of Law, under this Agreement shall be limited to those functions set forth in this Agreement and that the personnel assigned by Barberton to carry out the terms of this Agreement shall not be required to engage in any investigations other than those normally performed by the Barberton Law Department in regard to and incident to the prosecution of routine cases.

SECTION SEVEN. Barberton shall indemnify and save Green 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 Barberton. Nothing in this Agreement shall be construed as an attempt to make Green responsible for the negligence of Barberton or for any strict liability which may be imposed upon Barberton.

SECTION EIGHT. 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 NINE. The parties agree that this Agreement shall be in full force and effect from the date of this Agreement and shall continue unless terminated earlier as provided in this Agreement.

SECTION TEN. 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:

THE CITY OF GREEN

Name

Gerald Neugebauer, Mayor

Approved as to form:

William G. Chris
Law Director

WITNESSES:

THE CITY OF BARBERTON

Name

William B. Judge, Mayor

Approved as to form:

Lisa Okolish Miller
Law Director

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