

ORDINANCE NO. 68-2018

**AN ORDINANCE AUTHORIZING THE MAYOR
TO EXTEND EMPLOYMENT TO GRANT A. MASON,
ATTORNEY AT LAW, AS MAGISTRATE OF THE
LOUDONVILLE VILLAGE MAYOR'S COURT AND
DECLARING AN EMERGENCY.**

WHEREAS, The Council for the Village of Loudonville has determined it is in the best interests of the Village and its citizens to have a magistrate for the Village Mayor's Court; and

WHEREAS, The Village of Loudonville desires to appoint a magistrate to preside over the Mayor's Court; and

WHEREAS, The Village of Loudonville wishes to enter into contract with Grant A. Mason, an attorney at law in good standing in the State of Ohio, to serve as magistrate of the Loudonville Mayor's Court.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LOUDONVILLE, STATE OF OHIO:

SECTION 1: The Mayor is authorized to enter into a Magistrate employment contract with Grant A. Mason, an attorney of law, to serve as magistrate for the Mayor's Court for the Village of Loudonville.

SECTION 2: The term of said Magistrate Contract shall commence January 1, 2019 and continue through December 31, 2019, for compensation of One Hundred Seventy-Five Dollars (\$175.00) per court session.

SECTION 3: Said Magistrate shall preside at Mayor's Court pursuant to the laws of the State of Ohio governing Mayor's Courts, exercising magisterial authority independent of the Mayor of the Village of Loudonville.

SECTION 4: That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health and safety in the Village of Loudonville, for the reason that it is immediately necessary to provide for the provision of a magistrate for the Loudonville Mayor's Court. This Ordinance shall therefore take effect and be in force at the earliest date allowed by law.

Passed: _____

Stephen Stricklen, Mayor

ATTEST:

Elaine Van Horn, Fiscal Officer

Thomas R. Gilman, Solicitor

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the **Village of Loudonville**, an Ohio Municipal Corporation, hereinafter referred to as "Village," and **Grant A. Mason**, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the Village maintains a mayor's court as provided for in Ohio Revised Code Section 1905.01; and

WHEREAS, the Village has determined, by Ordinance ___-2018, that it is in the best interest of the Village and its citizens to appoint a magistrate to hear and determine prosecutions and criminal causes in the mayor's court for the Village; and

WHEREAS, Ohio Revised Code Section 1905.05 allows for the appointment of such a magistrate; and

WHEREAS, the Village wishes to appoint Contractor as magistrate of mayor's court and Contractor wishes to fill said position;

NOW THEREFORE, FOR THE CONSIDERATIONS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contractor shall serve as magistrate for the Loudonville Mayor's Court during the term of this Agreement and shall hear and determine all prosecutions and criminal causes in the mayor's court for the Village. The term of this Agreement shall be from January 1, 2019 until December 31, 2019.
2. Contractor is, at the time of the execution of this Agreement, and shall remain during the term of this Agreement, qualified to preside over prosecutions and criminal causes, except those involving a violation of section 4511.19 of the Ohio Revised Code and any other charges related to operating a vehicle while under the influence of drugs and/or alcohol. These qualifications shall include those set forth in section 1905.03 of the Ohio Revised Code and corresponding rules.
3. Village agrees to pay Contractor at the rate of One Hundred Seventy-Five and No/100 Dollars (\$175.00) per court session for all magistrate services rendered to the Village, effective January 1, 2019, and thereafter throughout the term of this contract, within thirty (30) days following submission of a statement for such services.
4. Upon agreement of Contractor and the Mayor of the Village of Loudonville, the Mayor of the Village of Loudonville may hear and determine prosecutions and criminal causes in the mayor's court for the Village where it would be impossible, unethical, or impractical for Contractor to hear said case(s).
5. Contractor agrees to comply with all provisions of this agreement as well as all laws and administrative regulations of the United States of America, the State of Ohio, Mayor's Court Education and Procedure Rules, and all codified Ordinances of the Village of Loudonville, Ohio.

6. Contractor shall prepare the following reports:

a) A report to the supreme court of all cases filed, pending, or terminated in the Mayor's Court in the reporting period covered by the report, and any financial, dispositional, and other information that the Ohio Supreme Court prescribes by rule. Contractor shall make this report on a form prescribed by the Ohio Supreme Court and not later than the fifteenth day of January, April, July, and October of each year. The report shall cover all cases filed, pending, or terminated in the mayor's court for the calendar quarter preceding the appropriate filing date.

b) A report to the bureau of criminal identification and investigation of every conviction in the mayor's court for an offense that is a misdemeanor on a first offense and a felony on any subsequent offense. Contractor shall make this report upon entry of the judgment of conviction for the offense.

c) Any report of the business of the mayor's court that is requested by the Mayor of the Village of Loudonville in writing.

7. Contractor shall not assign this agreement or sublet it in whole or in part without the written consent of the Village. Such consent does not release Contractor from any of its obligations and liabilities under this agreement. All parties acknowledge that Contractor is an independent contractor and not an employee of the Village.

8. This Agreement shall be governed by the laws of the State of Ohio.

9. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the aforesaid subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the Village and the Contractor on the day and date first written above.

VILLAGE OF LOUDONVILLE

Stephen Stricklen, Mayor

Elaine Van Horn, Fiscal Officer

GRANT A. MASON

Grant A. Mason

Approved as to Form:

Thomas R. Gilman, Village Solicitor