

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION NO. 1092

A RESOLUTION EMPLOYING A MAGISTRATE FOR THE
VILLAGE OF GEORGETOWN MAYOR'S COURT

BE IT RESOLVED by the Council of the Village of Georgetown, Brown County, Ohio, two-thirds (2/3) or more of all members thereof concurring as follows:

SECTION 1. That Val E. Lewis, II, Attorney at Law, 319 W. Cherry Street, Georgetown, Ohio, be employed as Magistrate for the Village of Georgetown Mayor's Court for a term beginning January 1, 2014 and ending December 31, 2014.

SECTION 2. That the said Val E. Lewis, II shall be considered as a part-time employee of the Village of Georgetown in such capacity of Magistrate for the Village of Georgetown Mayor's Court and shall be entitled to participate in the Public Employees Retirement System (PERS) as such a part-time employee.

SECTION 3. That the Mayor of this Village is authorized and directed to sign an agreement with the said Val E. Lewis, II to employ him as Magistrate for the Village of Georgetown Mayor's Court for compensation as follows:


(A) For the period from January 1, 2014 through December 31, 2014, a salary of Twelve Thousand Two Hundred Dollars (\$12,200.00) during the term of this agreement, payable in monthly installments, less withholding for taxes and deductions required by law.

SECTION 4. That this resolution shall be in full force and effect from and after the earliest date allowed by law.

PASSED: December 12, 2013


Dale E. Cahall, Mayor

ATTEST:


Natalie K. R. Newberry, Fiscal Officer

AGREEMENT

This Agreement made and concluded at Georgetown, Ohio by and between the Village of Georgetown, Brown County, Ohio, hereinafter referred to as "Village" and Val E. Lewis, II of 319 W. Cherry Street, Georgetown, Ohio 45121, hereinafter referred to as "Magistrate,"

WITNESSETH

WHEREAS, the Village is a non-charter municipal corporation of the State of Ohio situated in the County of Brown, and

WHEREAS, the Magistrate is a duly licensed attorney-at-law in the State of Ohio, admitted to the practice of law in said state for a period of time in excess of three years, and engaged in the practice of law in said state, and

WHEREAS, Ohio Revised Code Section 1905.05 authorizes the mayor of a municipal corporation to appoint a mayor's court magistrate, and

WHEREAS, Ohio Revised Code Section 1905.05 provides that the municipal corporation that the mayor's court magistrate serves shall pay the compensation for the services of the magistrate, and

WHEREAS, the Mayor of the Village of Georgetown has appointed Val E. Lewis, II as mayor's court magistrate for the Village of Georgetown mayor's court, and

WHEREAS, the legislative authority of the Village of Georgetown has, by Resolution No. 1092, established the rate of compensation to be paid the Magistrate and has authorized the execution of this Agreement,

NOW THEREFORE, in consideration of the foregoing, the parties hereto do agree as follows:

1. **Employment and Term.** The Village hereby employs and Val E. Lewis, II hereby accepts employment as the Magistrate for the Village of Georgetown Mayor's Court for a term beginning January 1, 2014 and expiring December 31, 2014.

2. **Duties of Magistrate.** It shall be the duty of the Magistrate to act as the mayor's court magistrate for the Village in accordance with the provisions of Chapter 1905 of the Ohio Revised Code and as governed by the Mayor's Court Education and Procedure Rules promulgated by the Supreme Court of the State of Ohio. The Magistrate agrees to conduct a regular mayor's court session for the Village at least once every two weeks. The Magistrate understands and agrees that the duties of acting as mayor's court magistrate may require the services of the magistrate at times other than the bi-weekly mayor's court sessions.

3. **Employee Status.** The Magistrate shall be considered as a part-time employee of the Village. As a part-time employee, the Magistrate shall not be entitled to participate in any employment benefit plan but shall be entitled to participate in the Public Employees Retirement System.

4. **Mayor's Court Education.** The Magistrate agrees to obtain and maintain the certifications as required by the Mayor's Court Education and Procedure Rules promulgated by the Supreme Court of the State of Ohio. The Village agrees to pay the registration fees and costs for such Mayor's Court Education, provided however, that if the Magistrate serves as mayor's court magistrate for any other municipal corporation(s), the Village shall pay only its proportionate share of such fees and costs.

5. **Compensation.** The Village agrees to pay the Magistrate for his services rendered as mayor's court magistrate, as follows:

(A) For the period from January 1, 2014 through December 31, 2014, a salary of Twelve Thousand Two Hundred Dollars (\$12,200.00) during the term of this agreement, payable in monthly installments, less withholding for taxes and deductions required by law.

Nothing contained herein shall be construed to require the Village to pay the Magistrate during any period of time in which the Magistrate is unable to perform the duties of mayor's court magistrate. The Village shall issue a Form W-2 to the Magistrate on an annual basis.

6. **Insurance.** The Village agrees to provide and pay for liability insurance which will cover the Magistrate for errors and omissions in connection with his services as mayor's court

magistrate. In the event the Village's liability carrier does not offer such insurance, the Village agrees to reimburse the Magistrate for the cost of such coverage should the Magistrate secure such coverage from his own professional liability insurance carrier.

7. **Conflict of Interest.** Should a conflict of interest arising from the Magistrate's private practice of law prevent the Magistrate from hearing a case, the Magistrate shall cause such case to be transferred to the Brown County Municipal Court. The decision of the Magistrate shall be final in determining whether a conflict of interest situation has arisen or is likely to arise.

8. **Termination.** This Agreement may be terminated by either party hereto on thirty days prior written notice to the other party.

9. **Extension of Term.** In the event that the parties fail to execute a renewal of this Agreement following the expiration thereof but neither party has notified the other of an intent to terminate this agreement, this Agreement shall continue on a month-to-month basis on the same terms as contained herein and the failure of the parties to execute a renewal agreement shall not be construed as affecting the jurisdiction and authority of the Magistrate to continue to act as the mayor's court magistrate for the Village.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12th day of December, 2013.

ATTEST:

BY Natalie K. R. Newberry
Natalie K. R. Newberry, Fiscal Officer

THE VILLAGE OF GEORGETOWN

BY Dale E. Cahall
Dale E. Cahall, Mayor

Val E. Lewis, II
Val E. Lewis, II

APPROVED AS TO FORM:

Jay D. Cutrell
Jay D. Cutrell, Village Solicitor