

Resolution 12-2019

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND/OR MAYOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A CONTRACT EFFECTIVE IMMEDIATELY WITH KYLIE KEITCH FOR SERVICES AS MAGISTRATE FOR MAYOR'S COURT AND DECLARING AN EMERGENCY.

WHEREAS, The Village Administrator and/or Mayor is authorized to enter into contracts on behalf of the Village; and

WHEREAS, Administration has determined that it desires to continue holding Mayor's Court in the Village of Commercial Point; and

WHEREAS, Kylie Keitch has offered to hold Mayor's Court twice a month on Tuesdays at 2:00 p.m. at the Municipal Office.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, COUNTY OF PICKAWAY, STATE OF OHIO, TWO-THIRDS OF ITS MEMBERS ELECTED THERETO CONCURRING THAT:

Section 1. The Village Administrator and/or Mayor is hereby authorized and directed to enter into a contract effective immediately Kylie Keitch for services Magistrate for Mayor's Court.

Section 2. Council declares this Resolution to be an emergency for the reason that the previous Magistrate has resigned effective January 9, 2019 and passage of this Resolution is necessary to ensure continued Mayor's Court for the Village. Accordingly, this Resolution shall become effective upon passage.

Vote on Suspension of Readings:

Motion by: Jason Thompson 2nd: Laura Wolfe

Roll Call:

Yes Ben Townsend Yes Laura Wolfe Scott O'Neil
Yes Bruce Moore Yes Aaron Grassel Yes Jason Thompson

Vote on Passage of the Resolution and Declaring an Emergency:

Motion by: Jason Thompson 2nd: Ben Townsend

Roll Call:

Yes Ben Townsend Yes Laura Wolfe Scott O'Neil
Yes Bruce Moore Yes Aaron Grassel Yes Jason Thompson

Adopted this 4th day of February, 2019

[Signature]
Gary Joiner, Mayor

[Signature]
Wendy Hastings, Fiscal Officer

Approved as to Form:

[Signature]
E. Rod Davisson, Village Solicitor

**Attachment to Resolution 12-2019**

**VILLAGE OF COMMERCIAL POINT  
2019 MAGISTRATE AGREEMENT**

This Village of Commercial Point Magistrate Agreement (the "Agreement") is made and entered into this 4<sup>th</sup> day of February by and between **KYLIE KEITCH**, and attorney who has completed the required Magistrate training pursuant to the Rules of the Supreme Court of Ohio and the applicable sections of the Ohio Revised Code (hereinafter the "Magistrate"), and the **VILLAGE OF COMMERCIAL POINT**, an Ohio municipal corporation (hereinafter the "Village"). For valuable and mutual consideration received, the Magistrate and the Village hereby agree as follows:

**1. SCOPE, QUALIFICATIONS, AND CONSIDERATION.**

The Magistrate agrees to serve as Magistrate for each Session of the Commercial Point Mayor's Court (a "Session") and also fulfill such reasonable duties necessary for the effective function of the Court, including but not limited to probation hearings and other proceedings, the typical administrative tasks of a magistrate, and such other duties as are provided by law. A Session is defined generally as beginning at 2:00 pm each first and third Tuesday of each month and continuing until the adjudicatory matters of the Court are complete for that day.

The Magistrate shall at all times maintain all the requirements necessary to be a licensed attorney and certified magistrate, qualified to adjudicate all matters which could possibly be brought before a magistrate in a Mayor's Court in Ohio.

The Village shall compensate the Magistrate at a rate of One Hundred Twenty-Five Dollars (\$125.00) per session to be paid monthly. Any Magistrate-related business conducted outside of the scheduled Session shall be compensated on the same terms and at the same rate, pursuant to an invoice submitted by the Magistrate and approved for payment by the Mayor. The total Magistrate compensation shall be accounted for annually with the issuance of an IRS 1099 form.

**2. TERM.**

The Magistrate shall provide non-exclusive magistrate services to the Village for one year, beginning with the first Session in February 2019 and ending with the last Session of December 2019. Renewal for any additional term shall be strictly contingent upon obtaining the approval of the then-serving Mayor prior to the beginning of each term.

Either Party may terminate this Agreement for any reason, or for no reason at all, upon written notification to the other Party at least 30 days prior to such termination. Upon termination, the Magistrate shall invoice the Village for that portion of the work completed, and the Village shall pay the invoiced amount according to the terms herein.

In each event of a conflict of interest or absence by the Magistrate, the Magistrate shall have the duty to designate as a substitute another attorney, properly licensed, certified and trained as a Mayor's Court magistrate, to preside over Mayor's Court Session(s) in the absence of the Magistrate. Such substitute Magistrate(s) shall be compensated by the Village at the rate and upon the same terms as provided in this Agreement. No provision herein shall prevent the Magistrate from contracting with other Villages.

**3. EXPENSES.**

The Magistrate shall be responsible for all customary expenses incurred that constitute operating

**Attachment to Resolution 12-2019**

expenses while performing as a magistrate under this Agreement. The Magistrate shall be responsible for all expenses associated with the maintaining the Magistrate's licensure including but limited to educational requirements. The Magistrate shall not be required to maintain malpractice insurance coverage.

**4. ENTIRE AGREEMENT.**

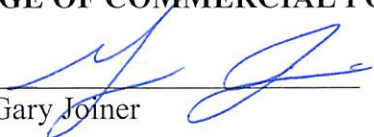
This Agreement constitutes the entire agreement of the Parties regarding the subject matter addressed herein. This Agreement supersedes all prior or contemporaneous agreements, whether oral or written, concerning this subject matter and it cannot be amended, changed or discharged except in a writing signed by both Parties. Each Party acknowledges that no promise, representation or warranty, other than those set forth herein has been made to induce the execution of this Agreement, and each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation, or warranty not specifically contained herein.

If any provision of this Agreement, in whole or in party, is held to be unenforceable or invalid for any reason, then provided the Agreement's essential consideration is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such a manner as to render this Agreement, legal and enforceable to the extent permitted under Ohio law.

IN WITNESS WHEREOF, the Parties hereto, representing they have authority to do so, have caused this Village of Commercial Point Magistrate Agreement to be duly executed as of the date first above written.

**VILLAGE OF COMMERCIAL POINT**

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Mayor Gary Joiner



**KYLIE KEITCH**

