CONTRACT FOR VILLAGE PROSECUTION SERVICES

This Contract for Village Prosecution Services (hereinafter referred to as "Contract") is made and entered into this 21st day of December, 2010 by, among and between the City of Newark, Ohio, Office of the Director of Law (hereinafter referred to as "Law Director") and the Village of Granville, Ohio (hereinafter referred to as the "Village").

R E C I T A L S

WHEREAS, the Law Director is authorized to contract with other municipalities within Licking County, Ohio for the purpose of providing prosecutorial services for cases which arise within the boundaries of such other municipalities pursuant to Newark Codified Ordinance Section 226.03; and,

WHEREAS, the Village is a municipal corporation located in Licking County, Ohio, duly authorized and existing under the laws of the State of Ohio, Village of Granville, Ohio charter and its codified ordinances; and,

WHEREAS, the Village desires to contract with the Law Director for prosecutorial and victim-witness services for misdemeanor criminal and traffic offenses committed within the boundaries of the Village and prosecuted in the Licking County Municipal Court; and,

WHEREAS, Law Director desires to provide prosecutorial and victim-witness services on behalf of the Village for misdemeanor criminal and traffic offenses committed within the boundaries of the Village and prosecuted in the Licking County Municipal Court; and,

NOW THEREFORE, in mutual consideration of the terms and conditions contained herein, and for other good and valued consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

SERVICES: The Law Director shall provide prosecutorial and victim-witness services for misdemeanor criminal and traffic offenses arising under the laws of either the State of Ohio or the Village of Granville and prosecuted in the Licking County Municipal Court. The Law Director shall not provide prosecutorial or victim-witness services for any misdemeanor criminal or traffic offense arising under the laws of the Village of Granville and prosecuted in Mayor's Court nor shall the Law Director provide representation on behalf of the Village in any appellate proceedings except as set forth below.

Should the Village desire for the Law Director to provide representation on its behalf in any appellate proceeding arising out of a misdemeanor criminal or traffic proceeding prosecuted in the Licking County Municipal Court arrangements for such representation will need to be made on an individual case basis. The Law Director may provide such services upon the written request of the Village in any individual case upon terms of compensation as set forth below.

Upon commencement of this Contract, the Newark Law Director's Office shall assume responsibility for any pending misdemeanor criminal and traffic offenses being prosecuted in the Licking County Municipal Court. Every effort shall be made by the Village, through the Director of Law and/or the Chief of Police to provide all necessary files, information, and documentation required to pursue the prosecution of pending cases.

TERM: The mutual obligations contained herein shall commence January 1, 2011 and end on December 31, 2011. Until a written notice of termination is received in accordance with Paragraph 4 of this Contract, this Contract will automatically renew each year under the same terms and conditions, as well as any additional terms that may be agreed upon in writing by the parties hereto

COMPENSATION: Prosecutorial and victim-witness services as set forth above shall be provided at a cost of Fifteen Thousand Dollars ($15,000.00) per year. Payments for these services shall be divided into twelve (12) equal monthly payments of One Thousand Two Hundred and Fifty Dollars ($1,250.00) payable on the 1st day of each month.

Should the Village retain the services of the Law Director for representation in any appellate proceeding in the Licking County Court of Appeals, Fifth Appellate District Court arising out of a misdemeanor criminal or traffic proceeding prosecuted in the Licking County

Municipal Court, such services shall be provided at an hourly rate of $50.00 per hour with a maximum fee of $500.00 per case. Additional appellate representation beyond the Fifth Appellate District shall be at the discretion of the Village and will be billed at the rate of $50.00 with a maximum fee of $1,500.00 per case.

The Law Director reserves the right to adjust its annual compensation for increased costs provided that notice is given to the Village in writing of a requested increase in compensation at least sixty (60) days prior to the end of the calendar year. In the event of a default in monthly payments, Newark shall provide a written notice of default within fifteen (15) days. In the event said default is not cured within sixty (60) days of such notice, this Contract shall immediately terminate and shall be of no further force or effect.

TERMINATION: Either party may terminate this Contract at any time by providing the other party hereto ninety (90) days written notice. Upon expiration of the time fixed in its written notice, this agreement shall be of no further force or effect. The Village shall disclose its replacement counsel no later than thirty (30) day prior the expiration of the time fixed in its written notice for the sole purpose of transitioning all pending cases.

CONFLICT OF INTEREST: In the event the Law Director, in its sole discretion, by and through its criminal prosecutors, must withdraw from its prosecution of a misdemeanor criminal or traffic offense due to either a conflict of interest or an impediment to the fulfillment of the Law Director's duties or responsibilities, the Village shall be notified in writing of said conflict of interest within ten (10) day of the Law Director becoming aware of said conflict and the Village will assume responsibility for contracting with substitute counsel, if necessary, to provide any needed prosecution services.

HOLD HARMLESS AND INDEMNIFICATION: The Village shall hold harmless and indemnify the Law Director, its officers, agents or employees from and against any and all claims, demands, judgments, losses, liability and expenses, including, but not limited to, those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course of performing this Contract which are caused by or arise out of any act or omission of said Law Director, its officers, agents or employees. The Law Director shall hold harmless and indemnify the Village, its officers, agents or employees from and against any and all claims demands, judgments, losses, liability and expenses, including, but not limited to, those for personal injury, death or property damage suffered or incurred by any person, by reason of or in the course of performing this Contract which are caused by or arise out of any act or omission of the Village, its officers, agents or employees.

MODIFICATION: The parties hereto hereby agree that any modifications to this Contract must be made in writing and executed by both parties' authorized representatives to be effective.

WAIVER: No waiver of any right, condition or requirement of this Contract by either party is to be deemed to imply or construe a further waiver of any other right, condition or requirement.

NOTICE: Any notice provided by this Contract or by other applicable provisions of any statute or ordinance shall conclusively deemed to have been given if sent by registered or certified mail, return receipt requested to the following address:

For the City of Newark: Douglas E. Sassen
Director of Law
40 West Main Street
Newark, Ohio 43055

For the Village of Granville: D. Michael Crites, Esq.
Dinsmore & Shohl, LLP
191 W. Nationwide Blvd., Ste. 300
Columbus, Ohio 43215

ASSIGNABILITY: Neither party shall assign any interest in this Contract nor transfer any interest in this Contract without prior written consent of the other party hereto. Said written consent shall not be unreasonably withheld.

SEVERABILITY: Should any provision or portion of this Contract be rendered unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions or portions of this Contract shall be unaffected and shall be enforced as fully as permitted by law.

CONSTRUCTION: This Contract shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Licking County, Ohio. Licking County, Ohio shall serve as the proper venue for the purposes of litigation relating to this Contract's subject matter whether instituted by the City of Newark or the Village of Granville.

BINDING EFFECT AND BENEFIT: This Contract shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

ENTIRE AGREEMENT: This Contract together with all exhibits, schedules, and other ancillary documents described in this Contract constitutes the entire agreement among the parties with respect to the subject matter, transactions, and obligations as described in this Contract and supersedes all previous negotiations, commitments and writings with respect to such subject matter, transactions, and obligations as described in this Contract.

IN WITNESS WHEREOF, the Village of Granville and City of Newark have caused this Contract to be executed on the first date above written.

FOR THE CITY OF NEWARK

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DOUGLAS E. SASSEN
DIRECTOR OF LAW

FOR THE VILLAGE OF GRANVILLE

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ALISON TERRY
ACTING VILLAGE MANAGER