

Resolution 2014-33

A RESOLUTION AUTHORIZING AND APPROVING A CONTRACT WITH KELLEEN ROTH TO PROVIDE PROSECUTION OF CERTAIN CASES BEFORE THE FRANKLIN COUNTY MUNICIPAL COURT FOR THE VILLAGE OF MINERVA PARK DURING 2014

WHEREAS, there presently exists a need on occasion for prosecution of certain cases before the Franklin County Municipal Court, Criminal Division, arising out of alleged violations of traffic and criminal statutes of the State of Ohio, and of traffic and criminal violations of ordinances of the Village of Minerva Park; and

WHEREAS, there presently exists a need on occasion to undertake to represent the Bureau of Motor Vehicles in cases coming before the Franklin County Municipal Court, Civil Division, arising out of appeal procedures; and

NOW, THEREFORE, be it resolved by the Council of the Village of Minerva Park, Franklin County, State of Ohio, that:

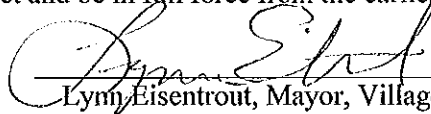
Section 1. The Mayor and Fiscal Officer of the Village of Minerva Park are hereby authorized and directed to enter into contract, in a form substantially similar to the contract attached as Exhibit A and incorporated herein by reference, with Kelleen Roth, Prosecuting Attorney, Supreme Court #0064506, to prosecute the Village of Minerva Park's cases in Franklin County Municipal Court and when necessary to appeal said cases, and also to prosecute any cases representing the Bureau of Motor Vehicles in certain cases in the civil division of the Franklin County Municipal Court.

Section 2. The term of said contract begins January 1, 2015, and expires December 31, 2015, unless terminated earlier as provided in the agreement. Fees are not to exceed \$10,800 annually, paid monthly at \$900.00.

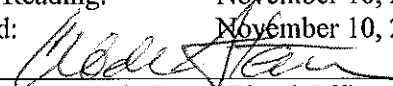
Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements of the laws of the State of Ohio.

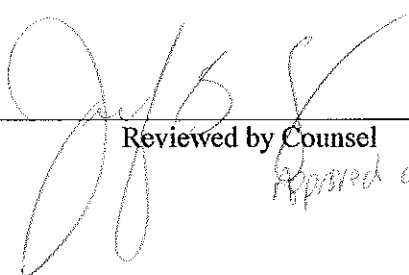
Section 4. All prior legislation, or any parts thereof, which is/are inconsistent with this Resolution is/are hereby repealed as to the inconsistent parts thereof.

Section 5. This resolution shall take effect and be in full force from the earliest period allowed by law.

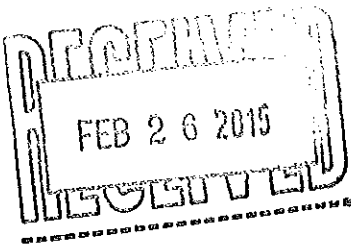

Lynn Eisentrout, Mayor, Village of Minerva Park

First Reading: September 8, 2014
Second Reading: October 13, 2014
Third Reading: November 10, 2014
Passed: November 10, 2014


Attest Wade Steen, Fiscal Officer,
Village of Minerva Park


Reviewed by Counsel

Approved as to form



Resolution 2014-33

AGREEMENT BETWEEN THE VILLAGE OF MINERVA PARK AND KELLEEN ROTH FOR LEGAL SERVICES

This Agreement is for legal services between the Village of Minerva Park, an Ohio municipal corporation ("Minerva Park") and Kelleen Roth ("Roth"), entered into this 31st day of December, 2014.

WITNESSETH

WHEREAS, Minerva Park wishes to engage Roth to perform prosecutorial legal services in Franklin County Municipal Court for a one-year term.

NOW, THEREFORE, intending to be bound by this Agreement, the Parties agree as follows:

1. **Routine Services & Compensation.** Except as otherwise provided herein, Minerva Park agrees to pay 10,800 Dollars (\$10,800) (paid monthly at \$900) for the one-year term to Roth, and Roth agrees to provide prosecutorial services in Franklin County Municipal Court for Minerva Park. Minerva Park shall reimburse Roth for any and all costs and expenses incurred by Roth on behalf of Minerva Park.
2. **Term.** This Agreement shall take effect and be in force from January 1, 2015 through December 31, 2015. However, either Party may terminate this Agreement upon providing thirty (30) days' written notice of its intent to terminate to the other Party.
3. **Miscellaneous Provisions.**
 - a. **Applicable Laws.** Roth shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement, including all applicable non-discrimination requirements, including without limitation the provisions of Presidential Executive Order 11246 and the rules and regulations issued thereunder, which are incorporated herein by this reference.
 - b. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following address:

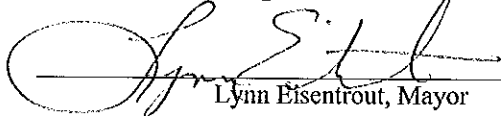
If to the Village of Minerva Park Lynn Eisentrout, Mayor 2829 Minerva Lake Road Columbus OH 43231	If to Kelleen Roth Kelleen Roth, Esq. 13261 Canon Lane Pickerington OH 43147
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 - c. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.

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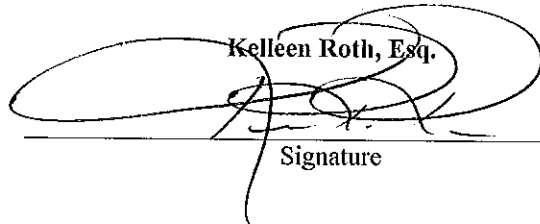
- d. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- e. **Parties in Interest.** This Agreement is enforceable only by Roth and Minerva Park. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of Roth's personnel assigned to Minerva Park's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- f. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- g. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.
- h. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.
- i. **Personal Services Contract.** The Parties agree that this Agreement is, and is intended to be, a "personal services contract" as provided in Section 145.03, Ohio Revised Code and is interpreted in Section 145-1-42 (A) of the Ohio Administrative Code. This Agreement is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42 (A). The Parties further agree that because this is a personal services contract, no Public Employee's Retirement System deductions will be made from Roth's compensation nor paid to the Public Employee's Retirement System of Ohio on and in accordance with provisions of Section 145-1-42(C) of the Ohio Administrative Code.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first stated above.

Village of Minerva Park


Lynn Eisentrout, Mayor

Kelleen Roth, Esq.


Signature