

Resolution 6-10-2025

CONTRACT FOR VILLAGE PROSECUTION SERVICES

This Contract for Village Prosecution Services ("Contract") is between the parties, the Village of North Lewisburg, an Ohio municipal corporation (the "Village") and the City of Urbana, (the "City") an Ohio municipal corporation, regarding the services of the Urbana Director of Law. Pursuant to the City Charter and Ohio law, the Urbana Director of Law also serves as the Champaign County Municipal Prosecutor (the "Prosecutor").

WHEREAS, the Prosecutor is authorized to contract with other municipalities within Champaign County, Ohio for the purpose of providing prosecutorial services for cases arising within the boundaries of such other municipalities pursuant to Ohio Revised Code S 1901.34; and,

WHEREAS, the Village and City are both municipalities located in Champaign County, Ohio, duly authorized and existing under the laws of the State of Ohio, and able to enter into an agreement for shared services pursuant to Ohio Revised Code 59.482; and,

WHEREAS, the Village desires to contract with the City for prosecutorial and victim-witness services for criminal, traffic and zoning offenses committed within the boundaries of the Village and filed in or transferred to the Champaign County Municipal Court;

NOW THEREFORE, in mutual consideration of the terms and conditions contained in this Contract, the parties agree as follows:

This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, convenience and welfare of the Village of North Lewisburg and the inhabitants thereof, and provided it receives the necessary votes required by the Village Council, shall be in full force and effect immediately from and after its passage and approval; otherwise to be in full force and effect from and after the earliest period allowed by law.

SERVICES

1. The City shall provide prosecutorial and victim-witness services for any criminal, traffic, and zoning offenses arising under the laws of either the State of Ohio or the ordinances of the Village of North Lewisburg prosecuted in the Champaign County Municipal Court. Nothing in this Contract shall prohibit the Village from utilizing its own Mayor's/Magistrate Court in lieu of assigning cases to the Prosecutor for any cases it deems appropriate, in its sole discretion. The Prosecutor shall be deemed a City employee for all purposes including, but not limited to, income tax withholding, workers' compensation, retirement benefits, insurance or other benefit purposes.

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2. The City assumes responsibility for all misdemeanor criminal, traffic, and zoning matters originating in the Village, given to the Prosecutor, and pending in Champaign County Municipal Court on the effective date of this Agreement.
3. The Village, through the Police Chief or other suitable law enforcement officers, shall provide all necessary files, information, and documentation required to pursue the prosecution of pending cases.
4. Upon request, the City shall provide a regular quarterly report in writing to the Village Council regarding the Municipal Court caseload and other relevant information.
5. No provision of this Agreement shall be construed to limit the reasonable prosecutorial discretion of the Prosecutor.

TERM and TERMINATION

The term of this Contract begins on June 1, 2025 and ends December 31, 2027. This Contract shall not automatically renew at the end of the term. This contract shall not be held over or assigned to the Prosecutor's successor in office at the end of the term, without prior or subsequent approval by the Urbana City Council and North Lewisburg Village Council.

Either party may terminate this Contract at any time by providing the other party 45 days written notice. If the Village gives such notice, it shall disclose the name of replacement counsel to the Prosecutor no later than 30 days prior to the termination date for the purpose of transitioning all pending cases.

COMPENSATION

The Village shall pay the City a flat fee annually, as follows:

Due for Remainder of 2025: \$1,456.00 (\$2,400.00 (current rate) with a 4% increase, prorated);

2026: \$2,595.84 (\$2,496.00 with a 4% increase); and

2027: \$2,699.67 (\$2,595.84 with a 4% increase)

The initial payment is due upon signature. Payment for 2026 is due by January 1, 2026. Payment for 2027 is due by January 1, 2027. In the event of a default in payment by the Village, the City shall give written notice of the default immediately and if said default is not cured within 45 days of such notice, this Contract shall immediately terminate.

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SUBSTITUTE AND SPECUL PROSECUTORS, TRAINING

The parties recognize that it is sometimes necessary for the Prosecutor to refrain or withdraw from a misdemeanor criminal, traffic, or zoning case due to either a conflict of interest or an impediment to the fulfillment of the Prosecutor's primary duties or responsibilities. In this event, the Prosecutor shall arrange for a special prosecutor as needed for conflicts of interest or a substitute prosecutor in the event of the Prosecutor's unavailability for other reasons. Compensation for the Special Prosecutor shall be the responsibility of the City and not the Village.

OFFICE SPACE SUPPORT STAFF AND MATERIALS.

The City shall be responsible for the retention and remuneration of the service of any support staff or assistants for the Attorney, if deemed necessary. Said support staff or assistants shall be employees of the City for any purpose including, but not limited to, income tax withholding, workers' compensation, retirement, insurance or other benefit purposes. Further, the City shall be responsible for the Attorney's office space, equipment, services and materials used in fulfillment of this agreement.

CONSTRUCTIONAND SEVERABILITY

This Contract shall be construed and governed by the laws of the state of Ohio and deemed to be executed in Champaign County, Ohio, which shall serve as the proper venue for the purposes of any litigation relating to this Contract's subject matter. 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement on this 10th day of JUNE, 2025.

Vote 6 Yes 0 No

VILLAGE OF NORTH LEWISBURG

By: Ted Murphy Jr.
Ted Murhpy Jr.-Mayor

Date

Matt Warner
Matt Warner-Council President

Alicia Davis
Alicia Davis-Clerk of Council

And

CITY OF URBANA

Date

By: _____
Mark M. Feinstein, Esq., Urbana Law
Director Champaign County Municipal
Prosecutor