

VILLAGE OF HAMERSVILLE, OHIO

RESOLUTION NO: 2006-03

A RESOLUTION EMPLOYING A MAGISTRATE FOR THE VILLAGE OF
HAMERSVILLE MAYORS' COURT

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

SECTION 1. That Scott T. Gusweiler, Attorney at Law, 501 East State Street, Georgetown, Ohio be employed as Magistrate for the Village of Hamersville Mayor's Court for a one (1) year term beginning 1st day of January, 2006.

SECTION 2. That the mayor of this Village is authorized and directed to sign an agreement with the said Scott T. Gusweiler to employ him as Magistrate for the Village of Hamersville Mayor's Court at a rate of \$350.00 per month during the term set forth above, payable in monthly installments, as a PERS employee.

SECTION 3. That this resolution shall be in full force and effect from and after the earliest date allowed by law.

PASSED: 2-13-06

ATTEST:

Clerk

Wynel E. Staggs
MAYOR

AGREEMENT

This Agreement made and concluded at Hamersville, Ohio by and between the Village of Hamersville, Brown County, Ohio, hereinafter referred to as "Village" and Scott T. Gusweiler of 501 East State Street, Georgetown, Ohio 45121, hereinafter referred to as "Magistrate,"

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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 Hamersville has appointed Scott T. Gusweiler as mayor's court magistrate for the Village of Hamersville mayor's court, and

WHEREAS, the legislative authority of the Village of Hamersville has, by Resolution No.2006-____, 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 Scott T. Gusweiler hereby accepts employment as the Magistrate for the Village of Hamersville Mayor's Court for the one (1) year term beginning the 1st day of January 2006.
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 a month. 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 court sessions.
3. **Employment Status.** The Magistrate shall be considered as an employee of the Village, with PERS benefits.
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 cost.

5. **Compensation.** The Village agrees to pay the Magistrate for his services rendered as mayor's court magistrate, the sum of Four Thousand Two Hundred Dollars (\$4,200.00), payable in installments of \$350.00 per month. 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.
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 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 in thirty days prior written notice to the other party.
9. **Extension of Terms.** 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 ____ day of _____, 2006.

THE VILLAGE OF HAMERSVILLE

Wyndal E. Staggs
Mayor

ATTEST:

BY Priscilla Oglet
Clerk

Scott T. Gusweiler

APPROVED AS TO FORM:

Cecelia J. Potts, Village Solicitor