

VILLAGE OF HAMERSVILLE, OHIO

RESOLUTION NO: _____

A RESOLUTION EMPLOYING A MAGISTRATE FOR THE VILLAGE OF
HAMERSVILLE MAYOR'S 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 Val E. Lewis II, Attorney at Law, 319 W. Cherry Street,
Georgetown, Ohio, 45121 be employed as Magistrate for the Village of Hamersville
Mayor's Court for a term beginning the _____ day of _____, 2012 and
ending the _____ day of _____, 20____.

SECTION 2. That the Mayor of the Village is authorized and directed to sign an
agreement with the said Val E. Lewis, II 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.

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

PASSED: _____

MAYOR

ATTEST:

Clerk

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 Val E. Lewis II of 319 W. Cherry Street, Georgetown, Ohio, 45121, hereinafter referred to as "Magistrate",

WITNESSETH

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 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 Val E. Lewis II 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. _____, 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 Val E. Lewis II hereby accepts employment as the Magistrate for the Village of Hamersville

Mayor's Court for the term beginning on the ____ day of _____, 2012 and expiring on the ____ day of _____, 20____.

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 twice 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. INDEPENDENT CONTRACTOR STATUS. The Magistrate shall be considered as an independent contractor and not an employee of the Village.

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 (\$4200.00), 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.

The Village further agrees to pay into the Public Employees Retirement System on behalf of the 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.

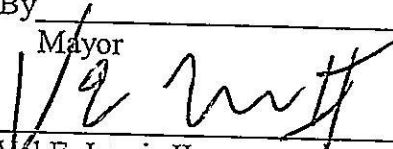
7. CONFLICT OF INTEREST. Should a conflict of interest arising from the Magistrate's private practice of law prevent the magistrate from hearing a case, the Magistrate shall cause such case to be transferred to the Brown County Municipal Court. The decision of the magistrate shall be final in determining whether a conflict of interest situation has arisen or is likely to arise.

8. TERMINATION. This agreement may be terminated by either party hereto with 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 hereby have executed this Agreement this
_____ day of _____, 2012.

VILLAGE OF HAMERSVILLE

By _____
Mayor

Val E. Lewis II

ATTEST:

By _____
Clerk

APPROVED AS TO FORM:

Village Solicitor