

## **PROFESSIONAL SERVICES AGREEMENT**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Powell, hereinafter referred to as "Powell", and the City of Delaware, Ohio Prosecutor's Office hereinafter referred to as the "Prosecutor." Powell being willing to engage the Prosecutor and the Prosecutor being willing to be engaged by Powell on the terms, covenants and conditions hereinafter set forth; it is hereby agreed as follows:

### **1. NATURE OF EMPLOYMENT**

Powell does hereby contract with and engage the Delaware, Ohio City Prosecutor's Office, the address of which is 70 N. Union Street, Delaware, Ohio 43015, to prosecute all cases coming before the Delaware Municipal Court, Criminal Division, arising out of alleged violations of the Criminal, Traffic and Zoning Sections of the Codified Ordinances of the City of Powell, Ohio, and the Criminal and Traffic Sections of the Ohio Revised Code which occur within the jurisdictional limits of Powell; provided however that the Delaware City Prosecutor reserves the right to decline to represent Powell under this contract in any specific case filed in or coming before the Delaware Municipal Court, upon giving written notice to the Powell Chief of Police at least seven days prior to a scheduled hearing in that specific case; and provided further that Powell reserves the right under this contract to obtain other representation before the Delaware Municipal Court by giving written notice to the Delaware City Prosecutor at least seven days before a scheduled hearing in a specific case, that Powell intends to retain other counsel in that specific case, and other counsel so entering appearance.

Delaware City Prosecutor further agrees that he will consult with and advise the appropriate officials of Powell, when necessary, concerning the prosecution and enforcement of the Codified Ordinances of Powell and perform such other duties as are customarily performed by one holding such position in other similar municipalities. However, nothing herein shall be construed to limit the reasonable prosecutorial discretion of the Delaware City Prosecutor.

### **2. TERM OF EMPLOYMENT**

The term of this Agreement shall be for a period commencing on the January 1, 2016 and ending December 31, 2016 subject, however, to prior termination as hereinafter provided. Cases that are commenced or concluded between these dates are subject to this contract.

### **3. PAYMENT AND REIMBURSEMENT**

Powell shall pay the Prosecutor and the Prosecutor shall agree to accept from Powell compensation at the rate of \$200.00 per contested case prosecuted, with a minimum of \$300.00 dollars per year. The City acknowledges receipt of the minimum for the period covered by this contract. A "contested case" for this document is one in which the defendant enters a plea of "not guilty" or its

equivalent, and thus requires further procedures after arraignment. There will be no separate charge for prosecutions terminated at or before arraignment. Provided however, Powell agrees that it will reimburse the Prosecutor for any and all necessary expenses incurred on behalf of Powell including mileage at the rate established by the Internal Revenue Service, but excluding materials, paper and secretarial expenses which the Prosecutor agrees to pay from the stated compensation. The prosecutor shall bill Powell quarterly, for cases terminated during the preceding quarter, and compensation shall be paid within 30 days of billing.

4. **TERMINATION OF AGREEMENT**

Notwithstanding anything to the contrary contained in this Agreement, both parties are hereby given the option to terminate this Agreement upon written notice presented to the other party thirty (30) days prior to termination. No other requirements are necessary to terminate this Agreement.

5. **APPLICABLE LAW**

The parties hereto agree that it is their intention that this Agreement and the performance hereunder be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written:

CITY OF POWELL, OHIO

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Law Director  
City of Powell, Ohio

**CITY OF POWELL FINANCE DIRECTOR**

The City of Powell Finance Director hereby certifies that the necessary funds are available as this is a continuing contract to be performed in whole or in part in an ensuing fiscal year and the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of appropriate fund free from any previous encumbrances.

\_\_\_\_\_  
Finance Director

CITY OF DELAWARE, OHIO

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Darren Shulman  
City Attorney