

# RECORD OF ORDINANCES

Ordinance No. 2019-4

Passed JANUARY 14 2019

**AN ORDINANCE AUTHORIZING THE MAYOR AND VILLAGE ADMINISTRATOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH KYLIE KEITCH FOR THE PROVISION OF MAGISTRATE SERVICES TO BALTIMORE MAYOR'S COURT AND THE DECLARATION OF AN EMERGENCY**

WHEREAS, it is necessary for the Village to hire a part-time Magistrate for Baltimore Mayor's Court commencing January 1, 2019; and,

WHEREAS, the Mayor has appointed Kylie Keitch to fill the position; and,

WHEREAS, the Finance Committee has previously reviewed the matter and approved the hiring of a part-time Magistrate; and,

WHEREAS, this ordinance needs to be passed on an emergency basis in order for the Magistrate's position to be filled effective as of January 1, 2019;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BALTIMORE, FAIRFIELD COUNTY, OHIO, THREE-FOURTH'S (3/4'S) OF ITS MEMBERS CONCURRING:

SECTION 1: That the Mayor and Village Administrator are authorized and directed to enter into an employment agreement with Kylie Keitch, Esq., for the provision of Magistrate services for Baltimore Mayor's Court, pursuant to the terms of the Agreement for Magistrate Services, which agreement is attached hereto and incorporated herein.

SECTION 2: For the reasons noted in the preamble, this ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, morals, and welfare of the citizens of Baltimore, Ohio. This ordinance shall become effective upon its passage by Council.


  
Brad Nicodemus, Mayor

DATE OF PASSAGE: 1-14-2019

EFFECTIVE DATE: 1-14-2019

ATTEST:   
Brian Bibler, Fiscal Officer

SPONSOR: MOHLER

APPROVED AS TO FORM:   
Jeffrey Feyko, Village Solicitor

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Passed 20 19

## CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this contract has been lawfully appropriated for such purpose and is in the treasury, or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Sections 5705.01 and 5705.47, Ohio Revised Code.

1-14-19

Date



Brian Bibler, Fiscal Officer

## AGREEMENT FOR MAGISTRATE SERVICES

THIS AGREEMENT (the "Agreement") is being executed as of the 23<sup>RD</sup> day of January, 2019, by and between the Village of Baltimore, Ohio ("Village"), and Kylie K. Keitch, Esq. ("Magistrate") for her services as Magistrate for the Baltimore Mayor's Court.

IN CONSIDERATION OF the mutual promises contained herein, the parties hereby agree as follows:

### I. Services

1. Magistrate has been appointed by the Mayor of the Village of Baltimore as a Magistrate to hear and determine prosecutions and criminal cases in Baltimore Mayor's Court that are within the jurisdiction of the Mayor's Court, as established by Ohio law.
2. Magistrate represents that she is qualified to serve as a Mayor's Court Magistrate as provided by Ohio law.
3. Magistrate is an independent contractor and she shall exercise her independent judgment and discretion in hearing and determining all prosecutions and criminal cases in the Baltimore Mayor's Court. Judgments entered and sentences imposed by Magistrate shall not be reviewed or approved by the Mayor.
4. Baltimore Mayor's Court shall typically be held on the second and fourth Wednesday of each month. Baltimore Mayor's Court may also have special hearings, such as prisoner arraignment hearings, as justice may require. Magistrate will hear cases on these dates or when otherwise called upon by the Village to do so. In the event that Magistrate is unable to attend any court session, she shall be solely responsible for providing a qualified replacement and paying any expenses associated with the replacement.

### II. Fee for Services

- (a) In consideration of Magistrate's performance of the Services detailed in Section 1, Baltimore shall pay Magistrate the flat fee sum of One Hundred Seventy-Five and 00/100 Dollars (\$175.00) per session for the term of this Agreement. Said fee shall be paid on a monthly basis in the amount of Three Hundred Fifty and 00/100 Dollars (\$350.00).
- (b) Said fees shall be either hand-delivered to or sent by regular U.S. mail to Magistrate.

### III. Relationship of Parties

Magistrate shall be free to contract for similar services to be performed for other governmental entities while under this Agreement with Baltimore. As an independent contractor for the Village, Magistrate acknowledges that she shall not be entitled to benefits typically provided to Village employees, including but not being limited to pension, sick leave and health insurance benefits. In

performance of duties within the scope of this Agreement, Magistrate shall be regarded as a representative of Baltimore and serve as Baltimore's appointed official for such tasks.

#### **IV. Liability**

The parties agree that Magistrate, in the performance of legal services as set forth in this Agreement, shall be regarded as a duly appointed official of the Village of Baltimore and shall be protected by the Village from any liability, claim or loss arising from negligent acts or omissions to act in cases that are within the scope of and in furtherance of the terms of this Agreement. Additionally, Magistrate, pursuant to the terms of this Agreement, shall be regarded as a duly appointed Magistrate of the Village and shall be entitled to any an all applicable statutory protections and indemnifications relating thereto.

#### **V. Term of Agreement; Termination**

- (a) The term of the Agreement shall be for a period of one (1) year commencing on January 1, 2019 and ending on December 31, 2019. This Agreement shall automatically renew for additional one year periods unless terminated by either party pursuant to Section V (b). Upon such automatic renewal, the terms of the Agreement shall remain the same as provided herein, subject to any written amendment by the parties as provided in section VI (e).
- (b) The Agreement may be terminated upon the occurrence of any of the following events:
  - (i) The Agreement may be terminated at any time by either party for any reason upon written notice provided to the other party at least thirty (30) days prior to such termination.
  - (iii) The Agreement shall immediately terminate, without penalty, in the event that the Village fails to budget and/or appropriate the funds necessary under this Agreement for any additional terms.

#### **VI. Miscellaneous**

- (a) Magistrate shall not be liable for any delay or failure in performance of her obligations hereunder caused by strikes or other labor disputes, riots or other public disorders, governmental or legal regulations or prohibitions, fire or other casualty or other causes beyond its control, whether similar or dissimilar to those enumerated.
- (b) This Agreement may not be assigned, transferred or vested upon another by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (c) Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or mailed by regular U.S. Mail, to the party for whom intended at such

address as such party shall designate for the purpose of written notice to the other party, and shall be deemed to have been effectively given to the recipient party on the date such notice is personally delivered or is placed in the custody of the U.S. Postal Service.

Until further notice, such addresses shall be as follows:

For Magistrate: Kylie K. Keitch, Esq.  
8445 Meadowmoore Pl.  
Pickerington, OH 43147

For Baltimore: Village of Baltimore  
Attention: Village Administrator  
103 West Market Street  
Baltimore, Ohio 43105

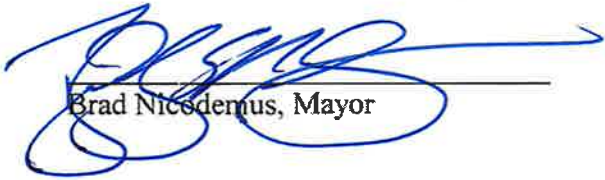
- (d) This Agreement sets forth the full and entire agreement between the parties and supersedes all prior proposals, communications, agreements, negotiations or understandings, whether oral or written, with respect to the subject matter hereof. No changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or be binding unless upon mutual agreement, made in writing and signed by all of the parties.
- (e) This Agreement may not be varied by any other document issued by either party, and may be amended or modified only by means of written instrument which is signed by both parties and which refers specifically to this Agreement and expressly states that an amendment or modification to this Agreement is being made in the respects set forth in such instrument.
- (f) This Agreement shall be governed by Ohio law and it is specifically agreed that proper venue for any legal action shall be Fairfield County, Ohio.
- (i) If any term, covenant, warranty, paragraph, clause, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated and this Agreement shall be construed as if the invalid, void, or unenforceable provision were omitted.

**IN WITNESS WHEREOF**, the undersigned have caused to be hereunto affixed their corporate name and seal and have executed this Agreement as of the date first set forth above.

**VILLAGE OF BALTIMORE, OHIO:**

  
Teri Wise, Village Administrator

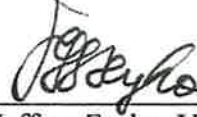
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\_\_\_\_\_  
Brad Nicodemus, Mayor

**MAGISTRATE:**

  
\_\_\_\_\_  
Kyle K. Keitch, Esq.

Approved as to form:

BY  \_\_\_\_\_  
Jeffrey Feyko, Village Solicitor