

ORDINANCE NO. 59 -97

By: Jeffrey L. McClelland

An Ordinance to authorize an agreement with Richard H. Ferrell to serve as a Magistrate of the Bexley Mayor's Court and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor and Auditor are hereby authorized to enter into an agreement on behalf of the City with Richard H. Ferrell to serve as a magistrate of the Bexley Mayor's Court, said agreement to be substantially in the form attached to this Ordinance as Exhibit A.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, welfare and safety, said emergency being the necessity to provide for the operation of Bexley Mayor's Court during absences of Magistrate Joseph M. Clifford and shall go into effect upon its passage and approval by the Mayor.

Passed: October 28, 1997

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President of Council

Attest: Richard A. Levin  
Clerk of Council

Approved: 10/28, 1997

\_\_\_\_\_  
David H. Madison, Mayor

## AGREEMENT

This Agreement, made as of the 31st day of October, 1997, by and between the City of Bexley, Ohio (the "City") and Richard H. Ferrell (the "Magistrate").

WHEREAS, the City desires to engage the services of the Magistrate as a magistrate of the Bexley Mayor's Court; and

WHEREAS, the Magistrate is qualified to provide such services to the City, and the position of Magistrate is that of a part-time City employee entitled to the benefits required by state law.

THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. This Agreement shall be effective commencing on the date hereof and shall continue in effect until it has been terminated by either party by giving 30 days' written notice to the other party.
2. The City hereby engages the services of the Magistrate, and Magistrate agrees to provide the following services to the City during the term of this Agreement:
  - a. Hear and determine prosecutions and criminal cases in the Bexley Mayor's Court that are within the jurisdiction of the Mayor's Court as set forth in Section 1905.01 and 1905.03 of the Ohio Revised Code;
  - b. Hear and determine any prosecution for the violation of an ordinance of the City;
  - c. Hear and determine any case involving a violation of a vehicle parking or standing ordinance, and may hear and determine all criminal cases involving any moving traffic violation occurring on a state highway, located within the City, subject to any limitations imposed by the Ohio Revised Code; and
  - d. Attend all sessions of Mayor's Court as scheduled by the Mayor or Clerk of Mayor's Court working the hours necessary to complete the docket as to cases brought before a session of Mayor's Court coordinating the process of

transferring cases to municipal court as required by statute and performing such other duties as Magistrate as may be required from time to time by the Mayor.

3. The Magistrate shall at all times during the term of this Agreement, maintain the necessary qualifications and schooling as may be required by the State of Ohio and/or the Ohio Supreme Court, to enable him to perform the duties as Magistrate of the Bexley Mayor's Court.

4. Any expenses incurred by the Magistrate, to perform services hereunder, shall be the responsibility of the Magistrate.

5. For services rendered under this Agreement, the Magistrate shall be entitled to be compensated by the City at a rate of Two Hundred and Fifty Dollars (\$250.00) per Mayor's Court Session, and shall continue to be compensated at this rate, unless the parties agree in writing to a different rate at a later time. The Magistrate shall be paid by the City upon the successful completion of the work to be performed from time to time by the Magistrate upon presentation of a statement to the City of the work completed, on a monthly basis.

6. The Magistrate shall devote such time, to the performance of the duties under this Agreement as is reasonably necessary for a satisfactory performance of the Magistrate's duties under this Agreement.

7. The Magistrate shall be responsible for any and all taxes or other fees (PERS, FICA) associated with the performance of his duties under this Agreement, including any City income taxes that may become due and payable to the City, as a result of the performance of his duties hereunder. The City will administer these deductions and make contributions to PERS, FICA and OBES as may be required of a public employee.

Executed at Bexley, Ohio, on the day and year first above written.

City of Bexley, Ohio

By: \_\_\_\_\_  
David H. Madison, Mayor

By: \_\_\_\_\_  
Richard A. Levin, Auditor

\_\_\_\_\_  
Richard H. Ferrell

Approved as to Form \_\_\_\_\_  
James H. Gross,  
City Attorney