

RESOLUTION NO. 2018-41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURON, OHIO
APPROVING THE PROSECUTING ATTORNEY SERVICES CONTRACT WITH
MICHAEL D. KAUFMAN FOR A PERIOD OF ONE YEAR.**

WHEREAS, Michael D. Kaufman has experience as a prosecuting attorney for other cities and has agreed to be the prosecuting attorney for the City of Huron in all cases wherein he does not have a conflict; and,

WHEREAS, such representation and obligations are set out in the Contract attached hereto as Exhibit "A"; and,

WHEREAS, Michael D. Kaufman is a member in good standing of the Ohio State Bar Association and has experience in criminal law; and ,

WHEREAS, it is necessary to have a prosecuting attorney available so that he can represent the City in criminal cases; and,

WHEREAS, the City and Mr. Kaufman will enter into an agreement regarding a one year contract to ensure continual representation for the City; and,

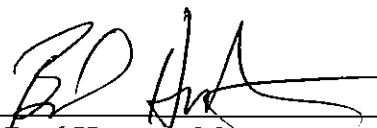
WHEREAS, the City Council of the City of Huron finds that it is in the best interest of the City and the residents of the City to enter into an agreement with Michael D. Kaufman for prosecuting attorney services for one year in the Huron Municipal Court, now therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. The Huron City Council authorizes the City Manager to execute the Contract for Prosecuting Attorney Services between Michael D. Kaufman and the City of Huron, said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.



Brad Hartung, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 22 MAY 2018

EMPLOYMENT AGREEMENT

This Employment Agreement is entered into by and between the City of Huron, Ohio, a Charter Municipality located at 417 Main Street, Huron, Ohio (hereinafter referred to as "City") and Michael D. Kaufman of Kaufman, Kaufman & Associate's Co. LPA located at 422 East Monroe Street, Sandusky, Ohio (hereinafter referred to as "Attorney") for the provision of legal services as Assistant Prosecuting Attorney for the City of Huron.

SECTION 1. SCOPE OF WORK

1.1 Attorney shall serve at the pleasure of the City under the direction of the Law Director/Prosecuting Attorney and City Manager. Attorney shall represent the City as Assistant Prosecuting Attorney in all proceedings before the Huron Municipal Court, including jury trials, bench trials, pre-trial hearings, arraignments, show cause hearings, and other hearings as required by the Huron Municipal Court. The duties of the Assistant Prosecuting Attorney shall include the review and signing of citations and complaints as required; review of police incident reports and supporting documents for charging determination; appearance at hearings and trials; telephone conversations; meetings with officers, victims, opposing counsel and witnesses as necessary; and prepare all documents necessary in the pursuit of prosecution of all criminal and traffic cases before the Huron Municipal Court.

1.2 Attorney shall be at all times during the life of this Agreement a licensed practicing attorney in good standing with the Ohio Supreme Court.

SECTION 2. TERM

2.1 This Agreement shall be effective upon execution by all parties. The term shall remain extend for twelve months at which time it shall automatically renew for successive twelve month periods. Renewal of this Agreement shall include all of the terms and conditions stated herein unless written notice is provided by a party to the Agreement of an intent to terminate the Agreement or renegotiate the Agreement's terms within sixty [60] days prior to the expiration of the original one year term.

2.2 Either party may terminate this Agreement during the original or renewal period upon effectuating thirty days written notice to the other party of their intent to terminate.

2.3 Early termination of this Agreement shall relieve the City of any obligation to provide compensation in excess of days and hours actually worked. Upon properly served notice of early termination, the City shall compensate Attorney for all compensation due upon the effective date of termination.

SECTION 3. COMPENSATION

3.1 The annual salary for this position shall be established at \$25,000.00 and shall be payable in bi-weekly installments.

3.2 Compensation provided pursuant to the terms herein shall be subject to all federal, state, and local tax withholdings.

3.3 Compensation provided pursuant to the terms herein shall be subject to all statutorily required pension obligations. The City shall reduce Attorney's gross compensation which is subject to and qualifies as compensation subject to contributions to the Ohio Public Employee's Retirement System by the statutory member amount and shall contribute to the Ohio Public Employee's Retirement System that amount which is statutorily required as employer contribution.

3.4 The City shall, in reporting and making remittances to the Ohio Public Employees Retirement System, report that Attorney's contribution has been made as provided by statute.

SECTION 4. HOURS OF WORK

4.1 Attorney shall be available for all periods when Huron Municipal Court is in session. In the event that Attorney is unavailable, prior notice shall be given to allow for sufficient coverage to be established. Attorney understands and agrees due to the nature of this appointment, Attorney will be available twenty-four hours a day, seven days a week in emergency circumstances or necessary consultation with law enforcement personnel.

4.2 Attorney understands and agrees that this appointment is not subject to overtime compensation.

SECTION 5. HEALTH, DISABILITY, AND LIFE INSURANCE BENEFITS

5.1 Attorney understands and agrees that this appointment is not subject to receipt of health, disability, and life insurance benefits.

5.2 The Parties agree that this Agreement shall supersede any obligation of the City to provide health, disability, and life insurance benefits.

SECTION 6. VACATION, SICK, HOLIDAYS AND PERSONAL LEAVE BENEFITS

6.1 Attorney understands and agrees that this appointment is not subject to receipt of vacation, sick, holidays and personal leave benefits.

SECTION 7. OTHER TERMS AND CONDITIONS

7.1 The City, upon agreement with the Attorney, may fix such other terms and conditions of appointment as Assistant Prosecuting Attorney, as it may determine from time to time, that are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, Codified ordinances or other applicable law.

7.2 All notices pursuant to this Agreement, shall be sent by simultaneous U.S. Certified mail, return receipt required and U.S. Regular Mail to the following:

City of Huron
Attn: City Manager
417 Main St.
Huron OH 44839

Michael D. Kaufman, Esq.
Kaufman, Kaufman & Associates
422 East Monroe Street
Sandusky, Ohio 44870

7.3 This Agreement sets forth the entire agreement between the Parties and shall be interpreted in accordance with the laws of the State of Ohio.

7.4 The Parties, by mutual written agreement, may amend this Agreement during its life. Such amendments shall be incorporated as an exhibit and approved by the City and Attorney.

7.5 This Agreement shall be binding on Attorney, his heirs, executors, personal representatives and agents, and on the city and the successors to the Council members.

7.6 The invalidity or partial invalidity of any portion of the Agreement shall not affect any other provision. In the event that any provision or partial provision is held to be invalid by a court of competent jurisdiction, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement of judicial modifications of the invalid provision or partial provision.

For the City

For the Attorney

Andrew D. White, City Manager

Michael D. Kaufman

Date

Date

Approved as to Form:

Laura E. Alkire
Law Director