

**CIVIL DIVISION**

Keith W. Anderson, First Assistant  
Gary A. Loxley

**CRIMINAL DIVISION**

Andrew L. Sievers, First Assistant  
Lew Bechtol  
Christopher R. Delnicki  
Joshua A. Engel  
Derek B. Faulkner  
Mary K. Hand  
Leslie Meyer  
Mel Planas  
Anne L. Tamashasky

**DELINQUENT TAX COLLECTION**

Christopher A. Watkins

**RACHEL A. HUTZEL**  
**PROSECUTING ATTORNEY**  
**WARREN COUNTY, OHIO**  
500 Justice Drive • Lebanon, Ohio 45036  
Phone: (513) 695-1325  
Fax: (513) 695-2962

Carrie A. Bidigare  
Kim Kutschbach

**CHILD SUPPORT ENFORCEMENT AGENCY**

Mitchell W. Bonham, Director  
Elizabeth A. Secrest, Assistant Director  
Rodrick J. Hamilton  
Kate Hudson

**INVESTIGATORS**

Scott A. Male, Chief Investigator  
Mark J. Duvelius  
Patty Simpson  
Cheryl Taylor

**VICTIM/WITNESS ADVOCATES**

Jane B. Conn, Director  
Kathy Perszyk  
Chandra Thompson  
Amy Ferguson

April 19, 2007

Mayor Charlene Pelfrey  
5485 Mason Road  
Mason, Ohio 45040



Re: Victim Witness Services

Dear Mayor:

Thank you for meeting with me to discuss Victim Witness Services in your Municipal Court. As you know, these important services have been provided by the County since 1982, without increases in funding to adequately accommodate increases in case numbers.

I am asking each Municipality to assume a small share of the financial burden of these services, commensurate with its statutory obligations. I am projecting that for a flat rate of \$20,000 per year, I can hire one additional full-time Victim Advocate, which will allow me to meet the demands of a burgeoning case load. My research indicates that your contribution may be deposited into a expendable trust fund administered by the County, pursuant to Ohio Revised Code §307.15 and a Cooperative Agreement, which I have attached for your signature.

Please review the attached and call me with questions, or return the signed Agreement to me.

I look forward to continuing our mutual efforts to protect the rights of victims.

Sincerely,

Rachel A. Hutzel  
Prosecuting Attorney

RAH/cld

Cc: Dave Young  
Judge George Parker

Middletown  
Phone: (513) 261-1325  
Fax: (513) 261-2962

Cincinnati  
Phone: (513) 925-1325  
Fax: (513) 925-2962

Dayton  
Phone: (937) 425-1325  
Fax: (513) 425-2962

Southeast  
Warren County  
Phone: (937) 783-4993

# COOPERATIVE AGREEMENT

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**THIS COOPERATIVE AGREEMENT** is entered into by the Warren County Board of County Commissioners (hereinafter "COUNTY"), upon the recommendation and assent of Warren County Prosecutor, Rachel A. Hutzal (hereinafter "COUNTY PROSECUTOR"), and the City of Mason, Ohio, a Ohio municipal corporation, acting by and through its Council (hereinafter "CITY"), the effective date of which shall be July 1, 2007.

## WITNESSETH

**WHEREAS**, the Mason Municipal Court is a municipal operated municipal court and the CITY'S Council as the legislative authority of the CITY has certain statutory duties and obligations relating to financing the operation of the Mason Municipal Court; AND,

**WHEREAS**, in accordance with Ohio Rev. Code § 1901.34 the Mason Municipal Court Prosecutor is responsible for prosecuting all cases brought before the Mason Municipal Court for criminal offenses occurring within the municipal corporation and the unincorporated areas within the territory of the Court being Deerfield Township; AND,

**WHEREAS**, in accordance with Chapter 2930 of the Ohio Rev. Code, the Mason Municipal Court is obligated to provide Victim Witness Advocate services to victims of crimes of cases filed in the Mason Municipal Court; AND,

**WHEREAS**, Warren County Prosecutor, Rachel A. Hutzal (hereinafter "COUNTY PROSECUTOR") has been providing Victim Witness Advocate services to the Mason Municipal Court at no cost to the CITY due to her office having an existing Victims Witness Advocate staff; however, the COUNTY PROSECUTOR is no longer able to continue to provide Victim Witness Advocate services at no cost to the CITY due to the fact her office has experienced a minimum increase in staffing even though there has been a significant increase in its caseload; AND,

**WHEREAS**, the COUNTY PROSECUTOR is willing to continue to provide a Victim Witness Advocate to the Mason Municipal Court, at an annual cost to the CITY of TWENTY THOUSAND DOLLARS (\$20,000.00), and such Victim Witness Advocate would be employed by the COUNTY PROSECUTOR who would pay such employee's salary and benefits, and provide all necessary training and supervision over the employee; AND,

**WHEREAS**, the CITY desires to contract with the COUNTY for the COUNTY PROSECUTOR to continue to provide a Victim Witness Advocate to the Mason Municipal Court; AND,

**WHEREAS**, pursuant to Ohio Rev. Code § 307.15 the COUNTY may enter into an agreement with the CITY, and the CITY may enter into an agreement with the COUNTY, whereby the COUNTY undertakes, and is authorized by contract with the CITY, to exercise any power, perform any function, or render any service, on behalf of the CITY that the CITY may exercise, perform, or render; AND,

**NOW THEREFORE**, for the mutual consideration recited herein, the CITY and the COUNTY do hereby agree to the following obligations and responsibilities:

1. The CITY shall pay no later than the 15<sup>th</sup> day of January each year, the sum of TWENTY THOUSAND DOLLARS (\$20,000.00) for the Victim Witness Advocate services provided for herein; except, the amount of consideration due for the year 2007 shall be at a prorated rate for the beginning date of July 1, 2007 through December 31, 2007 in the amount of TEN THOUSAND DOLLARS (\$10,000.00). The annual appropriation by the CITY shall be payable to the Warren County Victim Witness Advocate Special Revenue Fund and delivered to the COUNTY PROSECUTOR.
2. The CITY shall amend its Court Security Plan with the Ohio Supreme Court, if necessary, to include the Victim Witness Advocates of the Warren County Prosecutor's Office and issue a photo identification-swipe card to the Victim Witness Advocate assigned by the COUNTY PROSECUTOR to the Mason Municipal Court.
3. The COUNTY shall provide one Victim Witness Advocate who shall provide all Victim Witness Advocate services for the Mason Municipal Court in order for the CITY to comply with Chapter 2930 of the Ohio Rev. Code. The Victim Witness Advocate shall assist the Mason Municipal Court Prosecutor, the Mason City Police Department, Warren County Sheriff's Office and Ohio State Highway Patrol in performing such Victim Witness Advocate services both in and out of Court for cases filed in the Mason Municipal Court.
4. The Victim Witness Advocate that provides Victim Witness Advocate Services to the Mason Municipal Court shall be an employee of the COUNTY PROSECUTOR, and the COUNTY PROSECUTOR shall pay the salary and all other employment benefits eligible through the COUNTY, as well as the COUNTY PROSECUTOR shall be solely responsible for providing all training and supervision of the Victim Witness Advocate.
5. All monies received pursuant to this Cooperative Agreement shall be deposited by the COUNTY PROSECUTOR into the Victim Witness Advocate Special Revenue Fund which shall be established in the COUNTY Treasury. Monies received from the CITY and deposited in the Victim Witness Advocate Special Revenue Fund shall be disbursed upon proper voucher to the County Auditor for payment of the obligations of the COUNTY PROSECUTOR as set forth herein.
6. The term of this Cooperative Agreement shall be indefinite until terminated by either Party with or without cause upon sixty (60) days notice to the other Party. Any annual payment of consideration by the CITY as provided for this in this Cooperative Agreement shall be prorated to the month of termination and the prorated balance, if any, shall be promptly refunded to the CITY.
7. All notices required or permitted by this Cooperative Agreement shall be given in writing and by ordinary U.S. mail addressed and mailed to the following designee of each Party unless a party gives the other party notice of a change of address.

- (i) To the COUNTY:  
Attn: Rachel A. Hutzler, County Prosecutor  
500 Justice Drive  
Lebanon, Ohio 45036
  
- (ii) To the CITY:  
Mason City Council  
Attn. Eric Hansen, City Manager  
6000 Mason Montgomery Road  
Mason, Ohio 45040

- 8. This writing constitutes the complete Cooperative Agreement between the Parties and all statements, negotiations or representations, oral or otherwise, not incorporated herein and which tend to modify, contradict, or supplement this Cooperative Agreement are of no force and effect.
  
- 9. This Cooperative Agreement shall not be modified except in writing and signed by the Parties hereto.
  
- 10. CITY'S Execution.

**IN EXECUTION WHEREOF**, the Mason City Council has caused this agreement to be executed by Eric Hansen, its City Manager, on the date stated below, pursuant to Mason City Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_.

**MASON CITY COUNCIL**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Eric Hansen

TITLE: City Manager

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: Kenneth J. Schneider, Law Director

11. COUNTY'S Execution.

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners has caused this Agreement to be executed by David G. Young, its President, on the date stated below, pursuant to Resolution Number \_\_\_\_\_, dated \_\_\_\_\_.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: \_\_\_\_\_

NAME: David G. Young

TITLE: President

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

**RACHEL A. HUTZEL  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO**

\_\_\_\_\_  
By: Bruce A. McGary, Asst. Prosecutor

12. COUNTY PROSECUTOR'S Assent.

Rachel A. Hutzel, Warren County Prosecutor hereby assents to provide the services for which the COUNTY is obligated to perform in the foregoing Cooperative Agreement

**RACHEL A. HUTZEL,  
WARREN COUNTY PROSECUTOR**

SIGNATURE: \_\_\_\_\_

NAME: Rachel A. Hutzel

TITLE: County Prosecutor

DATE: \_\_\_\_\_

