

COOPERATIVE AGREEMENT

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, David P. Fornshell (hereinafter "COUNTY PROSECUTOR"), and the City of Mason, Ohio, an Ohio municipal corporation, acting by and through its Council (hereinafter "CITY"), the effective date of which shall be January 1, 2014.

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, the COUNTY PROSECUTOR has been providing Victim Witness Advocate services to the Mason Municipal Court pursuant to a Cooperative Agreement between the same parties hereto, and the parties desire to enter into a new updated Cooperative Agreement; 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 THIRTY THOUSAND DOLLARS (\$30,000.00), 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 15th day of January each year, the sum of THIRTY THOUSAND DOLLARS (\$30,000.00) for the Victim Witness Advocate services provided for herein. 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, the Warren County Sheriff's Office, and the 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 who 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 (90) days' notice to the other Party. Any annual payment of consideration by the CITY as provided for 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: David P. Fornshell, 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. 2013-112, dated Dec. 9, 2013.

MASON CITY COUNCIL

SIGNATURE: _____

PRINTED NAME: Eric Hansen

TITLE: City Manager

DATE: _____

APPROVED AS TO FORM:

By: Jeffrey D. Forbes, Law Director

11. COUNTY'S Execution.

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by its President/Vice President on the date stated below, pursuant to Resolution Number _____, dated _____.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

**DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: Keith W. Anderson, Asst. Prosecutor

12. COUNTY PROSECUTOR'S Assent.

David P. Fornshell, Warren County Prosecutor, hereby assents to provide the services for which the COUNTY is obligated to perform in the foregoing Cooperative Agreement.

**DAVID P. FORNSHELL,
WARREN COUNTY PROSECUTOR**

SIGNATURE: _____

NAME: David P. Fornshell

TITLE: County Prosecutor

DATE: _____