

AGREEMENT
FOR
PROSECUTION SERVICES
BETWEEN
THE CITY OF SYLVANIA
AND
THE VILLAGE OF HOLLAND

This Agreement is by and between the City of Sylvania (CITY), an Ohio municipal corporation with offices located at 6730 Monroe Street, Sylvania, Ohio and the Village of Holland (VILLAGE), an Ohio municipal corporation with offices located at 1245 Clarion Avenue, Holland, Ohio.

WITNESSETH

WHEREAS, Ohio Revised Code Section 1901.01(A) established a municipal court in Sylvania; and,

WHEREAS, Ohio Revised Code Section 1901.02(B) provides that Sylvania Municipal Court has jurisdiction within the municipal corporations of Berkey and Holland, and within Sylvania, Richfield, Spencer, and Harding townships, and within those portions of Swanton, Monclova, and Springfield townships lying north of the northerly boundary line of the Ohio turnpike, in Lucas County; and,

WHEREAS, Ohio Revised Code Section 1901.34(A) requires each village solicitor, city director of law, or similar chief legal officer for each municipal corporation within the territory of a municipal court to prosecute all cases brought before the municipal court for criminal offenses occurring within the municipal corporation for which that person is the solicitor, director of law or similar chief legal officer; and,

WHEREAS, CITY staffs and operates a full-time prosecutor's office in Sylvania Municipal Court to provide prosecution services for the City of Sylvania and Townships in the Court's jurisdiction as required by the Ohio Revised Code; and,

WHEREAS, in order to provide efficient prosecution for both the CITY and VILLAGE, CITY has agreed to provide prosecution services for VILLAGE pursuant to the following terms and conditions.

NOW, THEREFORE, the CITY and VILLAGE for mutual benefits, herein contained and specified, have agreed and do hereby agree to as follows:

1. Sylvania, through its Department of Law, shall provide all legal and incidental services necessary for the conduct of criminal, traffic and zoning prosecutions for which Holland is responsible under Ohio Revised Code Section 1901.34.
2. Provision of these services shall be under the supervision of the Sylvania Law Director.

3. When performing legal services as set forth in Paragraph 1 above, the Sylvania Law Director and the City of Sylvania Prosecutors shall act as assistant solicitors for Holland and they shall have all the authority and responsibility of a Village Solicitor as provided in Ohio Revised Code Section 1901.34.
4. Term. The Term of this Agreement shall be for a period of three years commencing January 1, 2024 and terminating December 31, 2026.
5. During the term of the Agreement, CITY shall provide prosecution services for criminal charges filed in Sylvania Municipal Court, including, but not limited to, bond determination hearings, arraignments, preliminary hearings, victims' rights compliance, pre-trial conferences and hearings, motion hearings, subpoenas and other pre-trial pleading requirements, and trials.
6. In exchange for said services, VILLAGE will pay CITY as follows:

From January 1, 2024 – December 31, 2024: \$25,000 per year;
 From January 1, 2025 – December 31, 2025: \$35,000 per year;
 From January 1, 2026 – December 31, 2026: \$45,000 per year.

Obligations shall be paid in quarterly installments, within 30 days following the receipt of an invoice.

IN WITNESS WHEREOF, the Village of Holland pursuant to _____ adopted on _____ day of _____ 2024, and the City of Sylvania, by its Mayor and Director of Finance pursuant to Ordinance Number _____ passed this _____ day of _____ 2024, have affixed their signatures respectively.

CITY OF SYLVANIA

VILLAGE OF HOLLAND

By _____
 Craig A. Stough, Mayor

By _____
 Ryan Spangler, Mayor

By _____
 Toby Schroyer, Finance Director

By _____
 Lyn Krasula, Clerk-Treasurer

Approved as to Form:

Approved as to Form:

 Leslie Brinning, Law Director

 Paul Skaff, Law Director