

RECORD OF ORDINANCES

Resolution No. 2025-34

Passed JULY 2, 2025

SPONSOR: FINANCE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AKRON TO PROVIDE PROSECUTORIAL SERVICES FOR THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Akron ("City") has previously provided the Village with prosecutorial services relating to certain criminal and traffic cases before the Akron Municipal Court under a prior agreement and funding calculation; and

WHEREAS, the City has provided the Village with a new Intergovernmental Agreement for the provision of such services at new rates for a term beginning retroactively on January 1, 2025, through December 31, 2027, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Village to authorize the Mayor to execute the Intergovernmental Agreement with the City for prosecutorial services for a term beginning retroactively on January 1, 2025 through December 31, 2027, at the new rates, as provided in the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Mogadore, Counties of Portage and Summit, Ohio as follows:

SECTION 1: The Mayor is hereby authorized and directed to enter into a Intergovernmental Agreement with the City of Akron to provide prosecutorial services to the Village for a term beginning retroactively on January 1, 2025, through December 31, 2027, at the new rates, in a form substantially similar to that attached hereto and incorporated herein as Exhibit A.

SECTION 2: All prior resolutions and ordinances that relate to or in any way conflict with this measure are hereby repealed and rescinded.

SECTION 3: That it is found and determined that all formal actions of the Council relating to the adoption of this Resolution were taken in a duly noticed virtual, open meeting of this Council and that all deliberations which resulted in formal action were taken in meetings open to the public, in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.


SECTION 4: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the residents of the Village of Mogadore and for the purpose of immediately ensuring that prosecutorial services remain ongoing for any applicable criminal charges within the Village, and, provided this Resolution receives the affirmative vote of at least five (5) members elected or appointed to this Council, it shall take effect and be in force upon its passage by Council and approval by the Mayor, otherwise it shall take effect and be in force at the earliest period allowed by law.

RECORD OF ORDINANCES

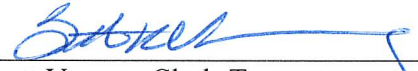
Resolution No. 2025-34

Passed JULY 2, 2025

 7-2-25
Michael Raddish, Council President Date

 7-2-25
Michael Rick, Mayor Date

Attest:



Scott Varney, Clerk-Treasurer

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AKRON, OHIO
AND THE VILLAGE OF MOGADORE, OHIO**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made as of JULY 2, 2025 (the “Effective Date”) between the City of Akron, Ohio (the “Akron”), a charter municipal corporation with a mailing address of 166 South High Street, Akron, Ohio 44308, by and through its Mayor, as authorized by Resolution No. 34-2025, and the Village of Mogadore, Ohio (the “Locality”), with a mailing address of 135 South Cleveland Road, Mogadore, Ohio 44260, by and through its Mayor, as authorized by Resolution No. 2025-34.

WITNESSETH:

WHEREAS, Akron has previously provided the Locality with prosecutorial services relating to certain criminal, and traffic cases before the Akron Municipal Court; and

WHEREAS, Akron is willing to continue to provide such services for the 2025 through 2027 calendar years subject to the terms and conditions described herein; and

WHEREAS, the Locality wishes to utilize said services in exchange for compensation paid to the Akron; and

NOW, THEREFORE, in consideration of the covenants and promises set forth below, the parties agree as follows:

Section 1. Term

The term of this Agreement shall begin retroactively on January 1, 2025, and conclude on December 31, 2027 (the “Term”). The parties can renew this Agreement for another term of three years upon mutual consent. The Agreement shall continue month to month unless explicitly renewed or terminated as described herein, or it is replaced by a properly executed additional written agreement. Akron or the Locality may terminate this Agreement upon 30 days written notification to the other party. In the event of termination, Akron shall be entitled to compensation as defined in Section 3(b) of this Agreement.

Section 2. Scope of Services

Akron shall provide the following services to the Locality (collectively the “Services”) by and through personnel employed Akron’s Department of Law:

- a. Akron shall undertake to prosecute all cases coming before the Akron Municipal Court, Criminal Division arising out of alleged violations of traffic and criminal ordinances of the Locality or traffic and criminal statutes of the State of Ohio, which occur within the geographic limits of the Locality. This prosecution shall also include all direct-indictment cases prosecuted on behalf of the Locality.

- b. Akron shall consult with, advise, and train the officers of the Locality, when necessary, concerning the enforcement, within the geographic limits of the Locality, of the traffic and criminal ordinances of the Locality and the traffic and criminal statutes of the State of Ohio.
- c. Akron shall consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio alleged to have occurred within the geographic limits of the Locality, and will assist such citizens, when necessary, in the preparation and filing of affidavits charging such offenses.
- d. Akron shall provide via third-party providers: indigent criminal defense, victim assistance, and other services related to the cases that it prosecutes on behalf of the Locality.
- e. Akron shall represent the Ohio Bureau of Motor Vehicles (the "Bureau") in all cases coming before the Akron Municipal Court, arising out of the appeal procedure of R.C. 4511.197 and in which the legal representative of the Locality would have a duty to represent the Bureau.
- f. It is mutually understood and agreed that Akron's responsibilities under this Agreement shall be limited to the Services listed in this section and specifically that Akron shall not be required to engage in any investigations as part of these Services.

Section 3. Compensation

- a. The Locality, in consideration for the Services, agrees to pay to Akron the cost of the Services, which shall be a flat rate determined using the percentage of cases performed during the 2020-2024 years multiplied by Akron's budget for those years (the "Payment"). The Payment for 2025 is \$10,000.00, which shall be increased by 5% per year during the Term. The initial Payment is due within 30-days of execution and additional payments will be due and payable annually on January 1 of each year.
- b. If this Agreement is terminated pursuant to Section 1, the compensation due to Akron shall be the pro-rata amount of the total annual compensation through the date of the termination of the Services and the Locality shall either pay to Akron or be entitled to a refund from Akron in the event of such termination.
- c. The Locality agrees and acknowledges that Akron provided the Services for the 2021 through 2024 calendar years, under a prior agreement and funding calculation, and that the Locality has not yet fully reimbursed Akron for those Services. The Locality made an estimated payment of \$30,682.52 for the 2019 through 2021 term of the original agreement, and the credit due is reflected on an invoice sent under separate cover in the amount of (\$2,253.03). The Parties further agree that the payments owed for 2022, 2023, and 2024 are still due and owing from the Locality to Akron, in the amount of \$47,646.00 and that the Parties have arranged for payment to be made in annual payments of \$15,130.99 (the "Payment Plan"). The Locality further agrees

and acknowledges that a default of the Payment Plan shall constitute an event of default of this Agreement and that Akron may cease, suspend, and/or terminate all Services until such time that said default has been cured

Section 4. Compliance with Laws

The Locality shall comply with all applicable federal, state, and local laws.

Section 5. Delay

The Provider agrees that it will make no claim or charge for delays or hindrances from any cause.

Section 6. Waiver of Claims

The Locality agrees to release and defend Akron and all Akron employees from any and all claims, liabilities, losses, or damages arising out of any acts or omissions occurring as part of the Services for the Locality or otherwise arising under this Agreement. Additionally, the Locality shall waive any such claims, liabilities, losses, or damages it may have against Akron arising out of any acts or omissions occurring as part of the Services for the Locality or otherwise under this Agreement. Nothing in this Agreement shall be construed as either waiver by either party of any defenses or immunities under R.C. 2744.

Section 7. Default

Failure of the Locality to timely pay submitted invoices by Akron shall constitute an event of default. Additionally, the Locality's failure to make any payment pursuant to the Payment Plan shall also constitute an event of default. Upon an event of default, the party in default shall be notified and shall have ten (10) days to cure the default. Upon continuing, uncured default of any provision of this Agreement either party may exercise any administrative, contractual, or legal remedies available without limitation, including but not limited to suspension or termination of the Services.

Section 8. Independent Contractor/Entity

Akron is an independent entity and not an agent or employee of the Locality and neither party shall make any representations to the contrary. Nothing in this Agreement is intended to create a joint venture or anything other than an independent contractor relationship between Akron and the Locality.

Section 9. Miscellaneous

- a. Integration. This Agreement represents the entire and integrated agreement between the Parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this Agreement.

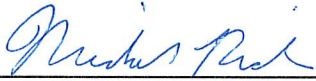
- b. Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the Parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Agreement may be amended to achieve additional goals of Akron and the Locality with the written consent of the Parties.
- c. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party, except where, in the discretion of the Akron Director of Law, a conflict exists that necessitates the appointment of separate, independent counsel. Subject to such consent, Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
- d. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Agreement were taken and that the person executing this Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
- e. Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.
- f. Force Majeure. No party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment as would be lawfully required, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The Parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
- g. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
- h. Notices. Every notice and demand required under the terms of this Agreement shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address first set forth above. All notices are effective upon actual receipt. A party may change its address by giving written notice to the other party in accordance with this Section.
- i. Records. Both Parties acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act or other applicable law, and agree to make such records available to the other party, upon request, and to

cooperate in responding to any public record request for records related to this Agreement.

- j. Governing Law. This Agreement is governed by the laws of the State of Ohio. All disputes arising under this Agreement must be litigated in the Akron Municipal Court or Summit County Court of Common Pleas and the Parties agree to submit to the exclusive jurisdiction of those courts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

VILLAGE OF MOGADORE



Michael Rick, Mayor

CITY OF AKRON, OHIO

Shammas Malik, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:



Jason Dodson, Director of Law

APPROVED AS TO FORM
AND CORRECTNESS:

Deborah S. Matz, Director of Law

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