

**COUNCIL OF THE
VILLAGE OF HIGHLAND HILLS**

RESOLUTION NO. 2024-14

For the January 24, 2024
Special Council Meeting

Introduced by: Mayor Michael L. Booker
Supported by:

A RESOLUTION CONFIRMING THE MAYOR'S RE-APPOINTMENT OF DONALD WILLIAMS TO SERVE AS MAGISTRATE FOR THE VILLAGE OF HIGHLAND HILLS MAYOR'S COURT, AND DECLARING AN EMERGENCY.

WHEREAS: The position of Magistrate is an appointive position; and

WHEREAS: The Mayor has re-appointed Donald Williams to the position of Magistrate for the Village of Highland Hills Mayor's Court; and

WHEREAS: The position of Magistrate presides over Mayor's Court and the Ohio Supreme Court requires the person holding this position to complete and maintain certain education and training and Donald Williams has the requisite certifications, experience and training necessary to fulfill the requirements of this position

WHEREAS: Council confirms the various appointments made by the Mayor and Council desires to confirm this appointment; and

WHEREAS: It is necessary to keep an accurate record of these various appointments as to individuals appointed and their term of office.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1: That Council hereby confirms the appointment of Donald Williams to the position of Magistrate for the Village of Highland Hills Mayor's Court. Council hereby approves a contract with Donald Williams to include his compensation as set forth in substantially the same form as shown by Exhibit A attached hereto and incorporated herein by reference.

Section 2: That the position of Magistrate shall commence as of January 1, 2024 and shall be at the pleasure of the Mayor.

Section 3: That Donald Williams is required to maintain his law license with the Ohio Supreme Court in good standing, shall complete in a timely manner all required continuing education requirements both as an attorney and as and for the position of Magistrate, and shall maintain any and all minimum requirements or certifications to serve in the capacity as magistrate for the Village of Highland Hills Mayor's Court.

Resolution No. 2024-14
For January 24, 2024
Special Council Meeting
Page 2 of 2

Section 4: Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an orderly meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5: This Resolution is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, for the reason that it is immediately necessary to make this appointment for the orderly operation of the Village of Highland Hills Mayor's Court. It shall therefore, take effect immediately upon passage.

Passed in Council this 24th day of January, 2024.

First Reading: ✓ Second Reading: _____ Third Reading: _____

Vote: Pride ✓ yea ___ nay ___ Greene ✓ yea ___ nay ___ Mills ✓ yea ___ nay ___

McManus ✓ yea ___ nay ___ Wright ✓ yea ___ nay ___



Cassandra Pride
President of Council

1/24/24
Date

Attest: Margaret Sikora 1/24/24
Margaret Sikora, Clerk of Council Date

Filed with the Mayor: ✓ 1/26/24
Date

Approved By:  1/26/24
Michael L. Booker, Mayor Date

2024-14

**AGREEMENT BETWEEN
THE VILLAGE OF HIGHLAND HILLS
AND
DONALD WILLIAMS
**
MAGISTRATE'S CONTRACT**

This Agreement is entered by and between the Village of Highland Hills (hereinafter "the Village"), being a municipal corporation in and political subdivision of the State of Ohio ("State") and duly organized and validly existing under the Constitution and Laws of the State of Ohio and Donald Williams, an attorney at law licensed in the State of Ohio and in good standing with the Ohio State Supreme Court (hereinafter "the Magistrate").

ARTICLE 1

SERVICES TO BE PERFORMED BY MAGISTRATE

- A. 1. Donald Williams has been appointed by Mayor Michael L. Booker to serve as Magistrate of the Highland Hills Mayor's Court. The Magistrate shall perform the following services:
- a. All services set forth in O.R.C 1905.05(A) including but not limited to: the power and authority to decide the prosecution or cause, enter judgment, and impose sentence; the powers, duties, and authority granted to mayors of mayor's courts by Chapter 1905 of the Ohio Revised Code, in relation to the hearing and determination of prosecutions and causes in mayor's courts; and the powers, duties, and authority granted to mayors of mayor's courts by any other provision of the Ohio Revised Code, in relation to the hearing and determination of prosecutions and causes in mayor's courts.
 - b. A judgment entered and a sentence imposed by a mayor's court magistrate does not have to be reviewed or approved by the mayor and shall have the same force and effect as if the judgment or sentence had been entered or imposed by the mayor.
- B. 1. The Magistrate shall receive compensation at a rate \$300.00 per hour. He shall be paid for a minimum of two (2) hours per court date. The annual amount of compensation for calendar year 2024 will be a minimum of \$10,200.00. The Magistrate shall be paid once per month. He shall submit an itemized bill/invoice on a monthly basis to the Village Finance Director. Said billing(s) shall be itemized to show the court date(s) and number of hours per court date occurring during the preceding month.

ARTICLE 2

MISCELLANEOUS PROVISIONS

A. **EFFECTIVE DATE, TERM AND TERMINATION.**

(a). Effective Date, Term. This Agreement shall be **effective** from and commence on January 1, 2024 or upon execution of both parties, whichever is earlier, and shall continue through December 31, 2027, unless earlier terminated pursuant to Section A(1).

(1). Termination. This Agreement shall terminate upon the occurrence of one of the following events:

- (i) Failure for any reason by the Magistrate to fulfill obligations under this Agreement;
- (ii) The Magistrate shall serve at the pleasure of the Mayor and may be terminated by the Mayor for any reason.

(2). Upon the expiration or the termination of this Agreement, the obligations of the parties shall cease, except for such obligations that were incurred prior to the effective date of termination.

B. **NO ASSIGNMENT, TRANSFER, OR SUBCONTRACT.**

In performing the services specified under the terms of this Agreement, the Magistrate shall not assign, transfer, delegate any of the work or services, nor subcontract the work out to any other person, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without obtaining the prior written consent of the Mayor. Any approved subcontractor shall meet all the same requirements imposed on the Magistrate prior to commencement of any services.

C. Notices - Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO THE VILLAGE:

Mayor Michael L. Booker
3700 Northfield Rd., Suite 5
Highland Hills, Ohio 44122

TO THE MAGISTRATE:

Donald Williams, Esq.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Either party may change the address for notice by delivering written notice to the other in accordance with this Article.

- D. Independent Contractor Status: No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The Village is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised Code, respectively. In addition, the Magistrate assumes responsibility for all tax liabilities that result from the fees paid to the Magistrate by the Village. The Village will report any payment(s) made under this contract to the Internal Revenue Service on Form 1099.

No provision contained in this contract shall be construed as entitling the Magistrate to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of the Village or to become a member of or re-employed member of the Village subject to the Public Employees Retirement System (Chapter 145 of the Ohio Revised Code.).

- E. The Magistrate shall have been licensed to practice law in the State of Ohio for a minimum of three (3) years as required by O.R.C. 1905.05 and shall continue maintain his license to practice law in the State of Ohio in good standing complying with all requirements for continuing legal education imposed upon attorneys who serve as a Magistrate of Mayor's Court under Chapter 1905 of the Ohio Revised Code and the Rules established by the Ohio Supreme Court for Continuing Education for Magistrates of Mayor's Courts.
- F. This agreement shall be construed and governed by Ohio law.

January 8, 2024

Page 4

IN WITNESS WHEREOF, the Parties have executed this Agreement on the aforementioned date in the Village of Highland Hills, County of Cuyahoga, Ohio.

Donald Williams

Date: _____

For the Village of Highland Hills:

Michael L. Booker
Mayor

Date: _____

Cassandra Pride
President of Council

Date: _____

Approved as to form:

Thomas P. O'Donnell
Law Director

Date: _____