

## **SHARED SERVICES AGREEMENT**

This Shared Services Agreement ("Agreement") is made and entered into and effective on this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date") by and between the City of New Albany, Ohio ("New Albany"), an Ohio Municipal Corporation, with offices located at 99 West Main Street, New Albany, Ohio 43054 and the City of Gahanna, Ohio ("Gahanna"), an Ohio Municipal Corporation, with offices located at 200 South Hamilton Road, Gahanna, Ohio 43230. New Albany and Gahanna may be referred to individually as "Party" and collectively as the "Parties."

### **Recitals**

WHEREAS, The Mayor's Court for a municipality in the State of Ohio is responsible for a city's judicial functions. A Mayor's Court manages the disposition of cases involving traffic violations, violations of city ordinances, and other misdemeanors. These courts offer the opportunity for maximum local oversight over customer service and operations. It is more efficient for defendants, who may be residents, to take care of their citations locally where cases are processed quickly, the court is easily accessible, and customer service is emphasized;

WHEREAS, New Albany desires to engage Gahanna to perform the court services and functions as described in the attached Exhibit A (the "Services");

WHEREAS, Gahanna desires to perform the court services and functions as described in the attached Exhibit A;

WHEREAS, this Agreement is for shared court services between two Ohio municipalities and is not for the purpose of creating a regional or municipal court;

WHEREAS, as state and other sources of funding continue to be reduced for municipalities in Ohio, it is essential that we take additional steps to further increase operational efficiency;

WHEREAS, both New Albany and Gahanna believe this Agreement is an opportunity to consolidate similar operations and reduce expenses while maintaining the level of service that is expected by our respective communities;

WHEREAS, Gahanna will provide court services for New Albany in exchange for additional revenue to offset the cost of Gahanna's expanded court operations;

WHEREAS, it has been determined by the Parties and their respective legislative and executive authorities that it is in the best interests of the residents of New Albany and Gahanna to enter into a shared services agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the Parties, intending to be legally bound, agree as follows:

### **Provisions**

**I. Performance of the Services.** Gahanna shall:

A. Perform the Services as set forth in Exhibit A.

- B. Give prompt notice to New Albany should Gahanna observe or otherwise become aware of any problems, issues or nonconformance regarding court operations or the Services set forth herein.
- C. Remit to New Albany, after the termination of this Agreement, all case files and documents pertaining to the Services provided that have been obtained or produced during the term of this Agreement. Gahanna shall be entitled to retain copies for auditing purposes.

**II. Obligations of New Albany.** New Albany shall:

- A. Provide Gahanna all available information identified and required by Gahanna to provide the court operations and/or the Services set forth herein.
- B. Give prompt notice to Gahanna should New Albany observe or otherwise become aware of any problems, issues or nonconformance regarding court operations or the Services set forth herein.

**III. Term and Termination.** The initial term of the Agreement shall commence as of the Effective Date and end on December 31, 2024. The Agreement shall become effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it will be deemed the Effective Date of this Agreement. This Agreement will automatically renew at the end of the initial term and any subsequent terms, unless either party gives the other written notice of termination at least 180 days prior to the end of the term. Any subsequent terms, after the initial term, shall be for a period of three (3) years each. There shall be no more than two (2) subsequent terms, unless otherwise agreed to by the parties. In the event this Agreement is terminated by either Party, Gahanna shall be paid and reimbursed for all work performed and costs that are incurred through the end of the term period in accordance with this Agreement.

**IV. Compensation to Gahanna.**

1. New Albany shall pay compensation to Gahanna to be calculated as shown in the table below:

COST	
<b>PER CASE CHARGE</b> (Calculated on a yearly basis after each annual review)	<b>\$77.18 per case</b> (Cases as identified by unique case numbers)
<b>FACILITY AND SUPPORT FEE</b>	<b>\$60,182 yearly fee</b> (Fee will increase at a rate based upon Consumer Price Index (CPI))

2. At a date and time each year as agreed upon, the Parties will review the costs, fees, and charges as set forth herein and to determine the calculation for the costs, fees, and charges for the following year.

3. A payment to Gahanna will be made within forty-five (45) days after the end of each quarter.

4. Gahanna shall be responsible for compensation of all court personnel and for the payment of all costs to administer the court and its facilities, except New Albany must pay for its magistrate, prosecutor, liaison officer, probation officer and municipal public defender.
5. New Albany shall receive and retain all fines and costs from matters emanating from its jurisdiction that are adjudicated and/or otherwise resolved in Mayor's Court.

**V. Indemnification.**

- A. Professional Liability. Relative to any and all claims, losses, damages, liability, and cost, Gahanna agrees to indemnify and save New Albany, its officers, elected officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by Gahanna or its employees. Relative to any and all claims, losses, damages, liability and cost, New Albany agrees to indemnify and save Gahanna, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by New Albany or its employees.
- B. Non-Professional Liability (General Liability). Gahanna shall indemnify, defend and hold harmless New Albany, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of Gahanna, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property but only to the extent caused by the negligent acts or omissions of Gahanna, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce Gahanna's protections under Chapter 2744 of the Ohio Revised Code regarding sovereign immunity. New Albany shall indemnify, defend and hold harmless Gahanna, its officers, elected officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of New Albany, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of New Albany, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce New Albany's protections under Chapter 2744 of the Ohio Revised Code regarding sovereign immunity.

**VII. Insurance.**

- A. Gahanna and New Albany shall secure and maintain, at their own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages due to bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- B. Gahanna and New Albany shall each secure and maintain, at their own expense, General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence.

- C. New Albany shall be held harmless for any damage to Gahanna's property and/or equipment used for court operations while performing under this Contract.
- D. The above referenced insurance shall be maintained in full force and effect during the life of this Agreement and for one year beyond. Certificates showing that Gahanna and New Albany are carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, the Parties prior to the start of work and before New Albany is obligated to make any payments to Gahanna for the work performed under the provision of this Agreement.

**VIII. Employee Documentation and Status**

- A. Gahanna guarantees that the individuals employed by Gahanna working on this project are authorized to work in the United States. Gahanna will, upon demand, provide New Albany with appropriate documentation for any Gahanna employee performing services on behalf of New Albany.
- B. Gahanna agrees to indemnify New Albany in accordance with Section VI of the Agreement for any issue arising out of the Gahanna's hiring or retention of any individual who is not authorized to work in the United States.
- C. The officers and personnel of the New Albany Police Department and its probation officer, while in performance of their respective duties within the City of Gahanna in accordance with this Agreement, shall have the powers and protection vested in police personnel and probation officers generally by statutes and laws of the State of Ohio.

**IX. Taxes.**

- A. Gahanna and New Albany agree to complete all required tax forms and documents.

**X. Notice.** Any notices permitted or required by this Agreement shall be in writing and shall be given or made by hand delivery or certified mail addressed to the respective Parties as follows:

If to Gahanna:	If to New Albany:
Mayor, City of Gahanna 200 South Hamilton Road Gahanna, Ohio 43230	City Manager, City of New Albany 99 West Main Street New Albany, Ohio 43054
With a Copy to:	With a Copy to:
City Attorney, City of Gahanna 200 South Hamilton Road Gahanna, Ohio 43230	Law Director, City of New Albany 99 West Main Street New Albany, Ohio 43054

**XI. Non-discrimination.**

- A. No discrimination for reason of race, color, religion, sex, military status, age, disability, ancestry, sexual orientation, or country of national origin shall be permitted or authorized by New Albany and/or Gahanna regarding the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Gahanna or New Albany.

**XII. Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the Parties, or of any of the Parties' employees, agents, or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin or Licking County, Ohio as determined by the Parties.

**XIV. Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable, and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**XV. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

**XVI. Force Majeure.** Notwithstanding any other provisions in this Agreement, no default, delay or failure to perform on the part of either Party shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of the defaulting Party, including but not limited to, causes such as pandemics, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, or nuclear disasters.

**XVII. Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.

**XVIII. No Waiver of Contractual Right.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by either Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**XIX. Third Party Beneficiaries.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the Parties hereto, and their permitted successors and assigns, any rights, or remedies under or by reason of this Agreement.

**XX. Assignment.** Neither Party may assign this Agreement without obtaining express, written consent from the other Party prior to assignment.

**XXI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both Parties in accordance with the laws of the State of Ohio.

[Signatures appear on following page]

IN WITNESS WHEREOF, the CITY OF NEW ALBANY has executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF NEW ALBANY, OHIO

BY: \_\_\_\_\_  
Joseph Stefanov, City Manager

Approved as to Form:

\_\_\_\_\_  
Mitchell Banchefsky, Law Director

IN WITNESS WHEREOF, the CITY OF GAHANNA has executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF GAHANNA, OHIO

BY: \_\_\_\_\_  
Laurie A. Jadwin, Mayor

Approved as to Form:

\_\_\_\_\_  
Matthew Roth, Assistant City Attorney

**CERTIFICATION OF FUNDS**

I hereby certify that the funds required to meet the New Albany's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

\_\_\_\_\_  
Director of Finance, City of New Albany

\_\_\_\_\_  
Date

## EXHIBIT A

### Scope of Services

#### General Terms

- A. Both Courts would be operated independently, separate, and distinct from each other, except that New Albany's court operations will be relocated to Gahanna's municipal building and will utilize Gahanna court personnel.
- B. Gahanna court personnel will provide all clerk-related functions for New Albany, at the same or similar level of service as currently provided to Gahanna, except as otherwise provided herein.
- C. The Parties agree Gahanna will provide for:
  - 1. the facility for courtroom and/or chambers, equipment, and supplies for New Albany Mayor's Court. While the Parties share facilities in this manner, the identities of the individual courts shall continue to be expressed in the captions of orders and process;
  - 2. court services and personnel including court security personnel during court, court staff, records processing, records retention, and related financial functions;
  - 3. all federal, state, and local reporting requirements not reserved by New Albany;
  - 4. court access to case files for New Albany; and
  - 5. a dedicated court phone line for New Albany court.
- D. The Parties agree New Albany will provide for:
  - 1. a magistrate, prosecutor, and a municipal public defender, as required;
  - 2. securing and transferring defendants to and from court;
  - 3. a police liaison for New Albany cases;
  - 4. a courier or representative for document transfer to and from court for New Albany cases;
  - 5. all federal, state, and local reporting requirements not provided for by Gahanna on behalf of New Albany;
  - 6. software and court form(s) integration and compatibility with Gahanna;
  - 7. establishing accounts with banks used by Gahanna for fund deposits; and
  - 8. adopting a common fine, cost and bond schedule with Gahanna