

**VILLAGE OF YELLOW SPRINGS, OHIO
RESOLUTION 2025-21**

**APPROVING PROVISION OF VICTIM ADVOCACY SERVICES TO THE VILLAGE OF
CEDARVILLE**

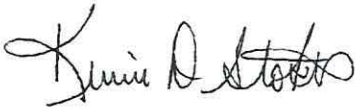
WHEREAS, effective April 1, 2025, the Xenia Law Department will no longer provide victim advocacy services for victims of misdemeanor crimes of violence committed in Yellow Springs, Jamestown and Cedarville; and

WHEREAS, it is the recommendation of the Chief of Police and Village Manager that these services be provided by a trained staff person employed by the Village of Yellow Springs; and

WHEREAS, the Village of Cedarville, being in a similar predicament regarding provision of victim advocacy services, wishes to contract with the Village of Yellow Springs to provide services to their eligible residents,

**NOW, THEREFORE, COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO HEREBY
RESOLVES THAT:**

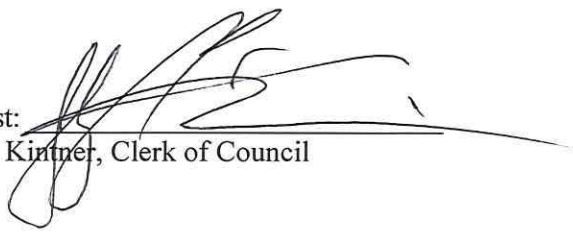
Section 1. Council authorizes the Village Manager to enter into a contract with the Village of Cedarville in a form substantially similar to the attached Exhibit A.



Kevin Stokes, President of Council

Passed: 3-31-2025

Attest:



Judy Kintner, Clerk of Council

ROLL CALL:

Kevin Stokes Y

Gavin DeVore Leonard __Y__

Carmen Brown _ABSENT_

Brian Housh _Y

Trish Gustafson _Y__

CONTRACT FOR VICTIM ADVOCACY SERVICES

This Contract for Victim Advocacy Services (“**Contract**”) is made and entered into this _____ day of _____, 2025 by and between the Village of Yellow Springs (“**Yellow Springs**”) and the Village of Cedarville (“**Cedarville**”) for the provision of victim advocacy services by Yellow Springs in certain cases before the Xenia Municipal Court.

I. SCOPE OF SERVICES:

1. Yellow Springs will provide information regarding the practices and procedures of the criminal justice system to victims coming before the Xenia Municipal Court, arising out of alleged violations of the criminal ordinances of Cedarville and the Ohio Revised Code, relative to misdemeanor charges of crimes of violence or those resulting in restitution which occur within the jurisdictional limits of Cedarville.
2. Yellow Springs will designate a trained staff person employed by Yellow Springs to provide services in accordance with its duties including, but not limited to, the following: act as support for the victims and/or witnesses; act as liaison between the victims and the prosecutor assigned to the case; provide information to the victims about the court system and of their rights as victims of crime under the Ohio Revised Code and the Ohio Constitution; make referrals to social service agencies; notify victims of trial dates, continuances, hearings, sentencing dates, and any other hearings; assist victims in preparing victim impact statements; and assist victims in obtaining Temporary Protection Orders in domestic violence/stalking cases.
3. Yellow Springs reserves the right to decline assistance in a particular case filed in Xenia Municipal Court upon giving written notice to Cedarville at least ten (10) days before a scheduled court date in that particular case.

II. CONTRACT TERM:

The term of this Contract shall commence on April 1, 2025, and shall continue for a period of six months, subject to prior termination as hereinafter provided. The Parties acknowledge that this is a new area of services for the Village of Yellow Springs and that due to unforeseen circumstances, victim advocate services may prove to not be sustainable by the Village of Yellow Springs for the long term. In July of 2025, the parties shall meet to discuss and consider changes, if necessary. This Contract may be renewed in writing agreed upon by both parties before the end date of this Contract.

III. BILLING AND PAYMENT TERMS:

Cedarville shall pay Yellow Springs \$404.56 per month to be paid within 30 days of the date of invoice. Yellow Springs will request reimbursement for any and all additional necessary expenses in the provision of services set forth this Contract.

IV. TERMINATION:

Notwithstanding anything to the contrary in this Contract, both parties may terminate this Contract without liability upon written notice to the other party at least 30 days prior to termination.

V. APPLICABLE LAW:

The parties hereto agree that this Contract and the performance hereunder shall be construed in accordance with the laws of the State of Ohio.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed this Contract on the day and year written above.

VILLAGE OF YELLOW SPRINGS, OHIO	VILLAGE OF CEDARVILLE, OHIO
By _____ Village Manager	By _____ Village Manager
Approved as to form:	Approved as to form:
_____ Village Solicitor	_____ Village Solicitor