

ORDINANCE NO. 6 -85

By: J. Holmest

To authorize the Mayor and the Auditor to execute a contract with Gregory S. Lashutka, City Attorney for Columbus, for the Prosecution of certain cases before the Franklin County Municipal Court, Criminal Division, and to represent the Bureau of Motor Vehicles in certain cases in Franklin County Municipal Court, Civil Division, and to confirm the appropriation of the necessary funds.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1: That the Mayor and the Auditor are hereby authorized to execute a contract with Gregory S. Lashutka, City Attorney of Columbus, for the prosecution of certain cases before the Franklin County Municipal Court, Criminal Division, and to represent the Bureau of Motor Vehicles in certain cases in Franklin County Municipal Court, Civil Division, during the calendar year 1985, a complete copy of which contract is attached hereto for reference.

Section 2: That the necessary funds to cover the anticipated cost of the contract have been set aside and appropriated from the unencumbered General Fund to Account 01-120-119 in the General Appropriation Ordinance, to be used for the legal services provided pursuant to said contract.

Section 3: That this is an emergency Ordinance necessary for the immediate preservation of the public peace, health, or safety in that, cases are now pending in the Municipal Court and it is necessary to have immediate representation for the City in them; therefore, such Ordinance shall go into effect upon its adoption by two-thirds of the members elected to council and its approval by the Mayor.

Passed: February 20, 1985

J. Holmest
President of Council

ATTEST:

J. Holmest
Clerk of Council

Approved: Feb 20, 1985

David H. Madison
DAVID H. MADISON
Mayor

Jan. 8 - 1st reading
Jan. 22nd - 2nd reading
Feb. 20th - Adopted

CONTRACT

to be effective as of
This Agreement, entered into ~~beginning on~~ January 1, 1985, by and between
Gregory S. Lashutka, City Attorney of Columbus, Ohio, pursuant to Ordinance No.
487-82, passed March 8, 1982, and the City of Bexley, Ohio,
David H. Madison, Mayor and
by John W. Hornberger, Auditor, pursuant to ^{Ordinance} ~~Resolution~~ No. 10-85,
for the prosecution of certain cases before the Franklin County Municipal Court,
Criminal Division, and for the representation of the Bureau of Motor Vehicles of
certain cases in the Franklin County Municipal Court, Civil Division; now, therefore,
the parties hereto agree as follows:

Gregory S. Lashutka, City Attorney of Columbus, Ohio, hereby agrees that he
will undertake to prosecute, by and through personnel employed by the Columbus City
Prosecutor's Office, all cases coming before the Franklin County Municipal Court,
Criminal Division, arising out of alleged violations of traffic and criminal ordinances
of the City of Bexley, Ohio, or traffic and criminal statutes of
the State of Ohio, which occur within the limits of the City of
Bexley, Ohio; provided however, Gregory S. Lashutka, City
Attorney of Columbus, Ohio, reserves the right to decline to represent the
City of Bexley under this contract in any specific
case filed in or coming before the Franklin County Municipal Court upon giving
written notice to the City Solicitor of the City of
Bexley, seven days before a scheduled hearing in that specific
case; and provided further that the City Solicitor of the City
of Bexley reserves the right under this contract to represent the
City of Bexley in any specific case filed in or coming before
the Franklin County Municipal Court upon giving written notice to Gregory S.
Lashutka, City Attorney for the City of Columbus, Ohio, seven days before a
scheduled hearing in that specific case that the City Solicitor of the City of
Bexley, Ohio, intends to represent said City or Village in that
specific case.

Gregory S. Lashutka, City Attorney of Columbus, Ohio, further agrees that he
will direct his prosecutor personnel who are to perform the services contemplated by
this Contract, to consult and advise with the officers of the City of
Bexley, Ohio, Police Department, and all other appropriate
officials of the City of Bexley, Ohio, when necessary,
concerning the prosecution or enforcement of the criminal and traffic statutes of the

State of Ohio and ordinances of the City of Bexley, Ohio,
within the limits of said City of Bexley, Ohio.

Gregory S. Lashutka, City Attorney of Columbus, Ohio, further agrees that he will, by and through the personnel assigned to duties in the Columbus City Prosecutor's Office, consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio, alleged to have occurred within the limits of the City of Bexley, Ohio, and will assist such citizens, when necessary, in the interests of justice, in the preparation and filing of complaints charging such offenses.

Gregory S. Lashutka, City Attorney of Columbus, Ohio, further agrees that he will undertake to represent the Bureau of Motor Vehicles, by and through personnel employed by the Columbus City Attorney's Office, in all cases coming before the Franklin County Municipal Court, Civil Division, arising out of the appeal procedures of Ohio Revised Code §§4511.191 and 4507.40 and in which the legal representative of the City of Bexley, Ohio, would have a duty to represent the Bureau of Motor Vehicles.

The City of Bexley, Ohio, in consideration of the above promises of Gregory S. Lashutka, City Attorney of Columbus, Ohio, agrees to pay to Gregory S. Lashutka, City Attorney of Columbus, Ohio, for deposit in the Treasury of the City of Columbus, the sum of Forty Dollars (\$40.00) per man-hour, being the uniform rate per hour for such services by members of the City Prosecutor's staff, with a minimum charge of one-half hour for scheduled court hearings, as fixed by resolution of the Council of the City of Columbus. Said sum due to be stated on invoice from the City Attorney of Columbus, Ohio, at approximately monthly intervals.

It is mutually understood and agreed that the responsibility of Gregory S. Lashutka, City Attorney of Columbus, Ohio, under this Contract shall be limited to those functions set out above, and specifically that he and his Prosecutor or Civil Litigation personnel, by which he chooses to perform this Contract, shall not be required to engage in any investigations other than those normally performed by the Columbus City Prosecutor's Office in regard to and incident to the prosecution thereby of routine cases arising in the City of Columbus, the taking of depositions, the prosecution of appeals from judgments of the Franklin County Municipal Court, or the preparation or consideration of legislation.

This Contract may be terminated by either party hereto at any time before the expiration thereof by giving thirty (30) days written notice to the other party of its intention to terminate.

The parties hereto further agree that this Contract shall be in full force and effect from the date first written above through December 31, 1985, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this 12th day of March, 1985.

CITY OF COLUMBUS
DEPARTMENT OF LAW

GREGORY S. LASHUTKA
CITY ATTORNEY



Gregory S. Lashutka

CITY OF BEXLEY, OHIO

By David H. Madison
David H. Madison, Mayor

By John W. Hornberger
John W. Hornberger, Auditor

Approved: February 20, 1985

James H. Gross
James H. Gross, City Solicitor