

ORDINANCE NO. 5 -86

BY: John H. Henberg

To authorize the Mavor and Auditor to execute a contract with Ronald J. O'Brien, 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 Ronald J. O'Brien, 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 1986, 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 Appropriations 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: 1/14, 1986

John H. Henberg  
President of Council

ATTEST:

John H. Henberg

Approved: Jan 14, 1986

David H. Madison  
David H. Madison, Mayor

## CONTRACT

This Agreement, entered into beginning on January 1, 1986, by and between Ronald J. O'Brien, City Attorney of Columbus, Ohio, pursuant to Ordinance No. 487-82, passed March 8, 1982, and the City of Bexley, Ohio, John W. Hornberger, Auditor and by David H. Madison, Mayor pursuant to Ord. No. 5-86, 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:

Ronald J. O'Brien, 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, Ronald J. O'Brien, 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 Ronald J. O'Brien, 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.

Ronald J. O'Brien, 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 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.

Ronald J. O'Brien, 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.

Ronald J. O'Brien, 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 Sections 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 Ronald J. O'Brien, City Attorney of Columbus, Ohio, agrees to pay to Ronald J. O'Brien, City Attorney of Columbus, Ohio, for deposit in the Treasurer 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 Ronald J. O'Brien, 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, 1986, unless terminated earlier, as provided herein.

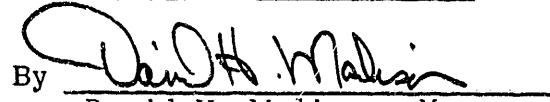
IN WITNESS WHEREOF, the parties have executed this Contract, this 16<sup>th</sup>  
day of January, 1986.

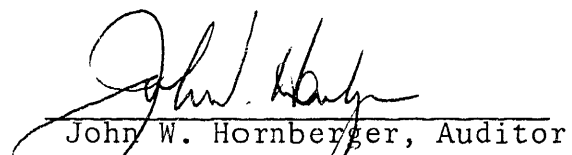
CITY OF COLUMBUS  
DEPARTMENT OF LAW

RONALD J. O'BRIEN  
CITY ATTORNEY

  
Ronald J. O'Brien

City OF Bexley, OHIO

By   
David H. Madison, Mayor

  
John W. Hornberger, Auditor