

ORDINANCE NO. 11-88

BY: John Schmitz

To authorize the Mayor and Auditor to enter into a contract with the City Attorney of Columbus and to declare an emergency.

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

Section 1. That the Mayor and Auditor of the City of Bexley are hereby authorized to enter into a contract, a copy of which is attached hereto and made a part hereof, with the City Attorney of the City of Columbus with respect to the representation of the City of Bexley in cases before the Municipal Court of Franklin County, Ohio.

Section 2. That this Ordinance is an emergency measure, necessary for the preservation of the public peace, health and safety, said emergency being that the City's contract for such services expired on December 31, 1987 and that the City requires the services of the City Attorney of Columbus on an immediate basis, and shall go into immediate force and effect upon its passage and approval by the Mayor.

Passed: March 8, 1988

Attest: John W. Harky

Clerk of Council

Robert Myers
Approved: 3/8, 1988

David H. Madison
David H. Madison, Mayor

Feb. 9, 1988 - 1st reading
Feb. 24, 1988 - 2nd reading
Mar. 8, 1988 - 3rd reading
Adopted

CONTRACT

This Agreement, entered into beginning on January 1, 1988, 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, by _____ pursuant to Resolution No. _____, 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

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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 by the plaintiff City or State 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, 1988, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this 19 day of March 1989.

CITY OF COLUMBUS
DEPARTMENT OF LAW

RONALD J. O'BRIEN
CITY ATTORNEY



Ronald J. O'Brien

City OF Bexley, OHIO

By David H. Madson, Mayor

By John W. Huby, Auditor