

ORDINANCE NO. 106-02

By: Matthew J. Lampke

An Ordinance to authorize the Mayor and Auditor to execute a contract on behalf of the City with the Columbus City Attorney for calendar year 2003 with respect to the prosecution of certain cases before the Franklin County Municipal Court, Criminal Division, and the representation of the Bureau of Motor Vehicles in certain cases before the Franklin County Municipal Court, Civil Division , and to declare an emergency.

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

Section 1. That the Mayor and Auditor are hereby authorized to execute a contract on behalf of the City with the Columbus City Attorney for calendar year 2003 with respect to the prosecution of certain cases before the Franklin County Municipal Court, Criminal Division, and the representation of the Bureau of Motor Vehicles in certain cases before the Franklin County Municipal Court, Civil Division, said contract to be in the form attached hereto as Exhibit A and stipulating a fee of \$75.00 per hour.

Section 2. That this Ordinance is an emergency measure necessary for the immediate preservation of the public health, safety or welfare, said emergency being the necessity of providing uninterrupted representation of the City and the Bureau of Motor Vehicles before the Franklin County Municipal Court, and it shall be in full force and effect upon its passage and approval by the Mayor.

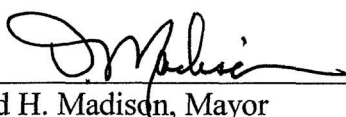
Passed: 1-14, 2003

  
\_\_\_\_\_  
President of Council

Attest:   
\_\_\_\_\_  
Clerk of Council

12/10/02 First Reading  
12/17/02 Second Reading  
1/14/03 Third reading Passed

Approved: 1/14/03, 2003

  
\_\_\_\_\_  
David H. Madison, Mayor

# CONTRACT

This Agreement, entered into beginning on January 1, 2003, by and between the City Attorney of Columbus, Ohio, pursuant to Ordinance No. 374-96, passed February 26, 1996, and the City of Bexley, Ohio, by DAVID H. MADISON, MAYOR, pursuant to Ordinance/Resolution No. 106-02, 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:

The City Attorney of Columbus, Ohio, hereby agrees that he/she 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, the City Attorney of Columbus, Ohio, reserves the right to decline to represent the City of Bexley, Ohio 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, Ohio, seven days before a scheduled hearing in that specific case; and provided further that the City Solicitor of the City of Bexley, Ohio reserves the right under this contract to represent the City of Bexley, Ohio in any specific case filed in or coming before the Franklin County Municipal Court, upon giving written notice to the 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. When the aforementioned notice is given that the City Solicitor of the City of Bexley, Ohio will represent said municipality in a specific case and no prosecution time has been expended but a file has been prepared, or subpoenas issued, or other preliminary work done on

that case, there shall be a bill for whatever time has been expended on the case, which the municipality agrees to pay.

The City Attorney of Columbus, Ohio, further agrees that he/she will direct his/her 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.

The City Attorney of Columbus, Ohio, further agrees that he/she will, by and through the personnel assigned to duties in the Columbus City Prosecutor's Office, consistent with its policies and practices in connection with its duties in the City of Columbus, 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, when requested by the local police or prosecutor, in the preparation and filing of complaints charging such offenses.

The City Attorney of Columbus, Ohio, further agrees that he/she 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 to the City Attorney of Columbus, Ohio, and agrees to pay to the City Attorney of Columbus, Ohio, for deposit with the Treasurer of the City of Columbus, the sum of Seventy-five Dollars (\$75.00) per 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 each scheduled court hearing, 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 the City Attorney of Columbus, Ohio, under this Contract shall be limited to those functions set out above, and specifically that he/she and his/her Prosecutor or other designated personnel by which he/she 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, consistent with the policies and practices of the Prosecutor's Office in connection with criminal offenses in the City of Columbus.

It is further mutually understood and agreed that, notwithstanding any of the above provisions of this Contract, the City of Bexley, Ohio shall have the absolute right, in its sole discretion, to undertake to prosecute by and through the Prosecutor of the City of Bexley, Ohio, any case coming before the Franklin County Municipal Court arising out of alleged violations of the Codified Ordinances of the City of Bexley, Ohio, or alleged violations of the traffic and criminal statutes of the State of Ohio which occur within the limits of the City of Bexley, Ohio, or any appeal from judgments of the Franklin County Municipal Court relating thereto.

It is further mutually understood and agreed that the City Attorney of Columbus, Ohio, shall notify the City of Bexley, Ohio, by and through its Prosecutor, of the filing of any Notice of Appeal from judgments of the Franklin County Municipal Court within the purview of this Contract, within five (5) days of such filing, whether such Notice of Appeal is filed on behalf of the City of Bexley, Ohio or on behalf of any defendant. The City of Bexley, Ohio shall notify the City Attorney of Columbus, Ohio, within ten (10) days thereafter if it intends to handle that

appeal, and in the absence of such notice, agrees that the City Attorney of Columbus, Ohio, shall handle that appeal at the hourly rate specified herein.

It is further mutually understood and agreed that the City of Bexley, Ohio shall have the right to decline the prosecution of any appeal on its behalf by the City Attorney of Columbus, Ohio; however, should the City Attorney of Columbus, Ohio, desire to prosecute an appeal from any judgment of the Franklin County Municipal Court within the purview of this Contract that the City of Bexley, Ohio has declined to prosecute, then the City Attorney of Columbus, Ohio, shall have the right to prosecute such appeal at his/her own expense, and the City of Bexley, Ohio agrees to provide the Columbus City Attorney with any information necessary to prosecute such appeal.

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 1st day of January, 2003 through December 31, 2003, unless terminated earlier as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this 14<sup>th</sup> day of JANUARY, 2002.<sup>3</sup>

CITY OF COLUMBUS, DEPT. OF LAW  
OFFICE OF THE CITY ATTORNEY

CITY OF BEXLEY, OHIO

By   
1114603