

ORDINANCE NO. 20-001

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR THE PROSECUTION OF CERTAIN CRIMINAL CASES AND CERTAIN CIVIL DIVISION CASES IN THE FRANKLIN COUNTY MUNICIPAL COURT FOR THE CALENDAR YEAR 2020 WITH THE CITY OF COLUMBUS ATTORNEY'S OFFICE

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the City of Columbus Attorney's Office for the prosecution of certain criminal cases in the Franklin County Municipal Court; and

WHEREAS, the City of Columbus Attorney's Office may also provide representation of the Bureau of Motor Vehicles in certain cases in the Civil Division of the Franklin County Municipal Court;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the City of Columbus Attorney's Office to provide prosecution of certain criminal cases in the Franklin County Municipal Court for the period from January 1, 2020 through December 31, 2020 as detailed in the attached Exhibit A and included herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED 1/21/2020  
ATTEST Audra Deline  
CLERK OF COUNCIL

[Signature]  
PRESIDENT OF COUNCIL  
[Signature]  
MAYOR

DATE APPROVED 1-22-2020

APPROVED AS TO FORM:  
[Signature]  
LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Audra Deline  
FINANCE DIRECTOR/CLERK OF COUNCIL

## CONTRACT FOR LEGAL SERVICES

This contract is made this 11<sup>th</sup> day of December 2019 by and between the City Attorney of Columbus, Ohio (hereinafter "City Attorney") and the City of Canal Winchester for the prosecution of certain cases in the Franklin County Municipal Court, Criminal Division, for the provision of victim advocacy services by the City Attorney's Prosecutor Division, Domestic Violence/Stalking Unit (hereinafter "DVSU"), and for the representation of the Bureau of Motor Vehicles (hereinafter "BMV") in certain cases before the Franklin County Municipal Court, Civil Division.

### SCOPE OF SERVICES:

1. The City Attorney, by and through its personnel in the Prosecutor Division, shall represent the BMV in all cases coming before the Franklin County Municipal Court, Civil Division, arising out of the appeal procedures of Ohio Revised Code Sections 4510.17 and 4510.037, in which the legal representative of the City of Canal Winchester would otherwise have a duty to represent the BMV.

2. The City Attorney, by and through its personnel in the Intake Section of the Prosecution Resources Unit ("PRU") of the Prosecutor Division, shall consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio and/or the Ordinances of the City of Canal Winchester, alleged to have occurred within the jurisdictional limits of the City of Canal Winchester, Franklin County. When appropriate, as determined by PRU personnel, the PRU will assist such individuals in the preparation and filing of complaints charging such offenses, in the sending of warning letters, in the provision of mediation services, and/or in the referring of matters for civil protection orders or to other governmental and/or social services agencies.

### CONTRACT TERM:

The term of this Contract shall commence on January 1, 2020, and shall conclude on December 31, 2020, subject to prior termination as hereinafter provided. This Contract may be renewed at the option of both parties before the end date of this Contract.

### BILLING AND PAYMENT TERMS:

| <u>Services</u>          | <u>Flat Fee</u> |
|--------------------------|-----------------|
| Case with BMV Hearing(s) | \$30            |
| Intake Services          | \$30            |

- This billing structure shall apply to:
  - Intake services provided on or after January 1, 2020;

- BMV Hearings scheduled on or after January 1, 2020;
- Our office will bill your municipality on a quarterly basis and full payment is required within 90 days of the invoice date.
- Any cases/intake services/appeals commencing prior to January 1, 2020 shall be subject to the terms of the 2019 contract with our office.

**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.


**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.

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

**CITY OF COLUMBUS, OHIO**

By: \_\_\_\_\_

  
Zach Klein, City Attorney

**CITY OF CANAL WINCHESTER, OHIO**

By: \_\_\_\_\_