

ORDINANCE NO. C-80-82

AN ORDINANCE TO CONTRACT WITH THE COLUMBUS CITY PROSECUTOR'S  
OFFICE FOR LEGAL SERVICE IN THE FRANKLIN COUNTY MUNICIPAL  
COURT

-----

WHEREAS, the City of Columbus and the City of Grove City have contracted for several years for services of the Columbus City Prosecutor's Office in the prosecution of cases in the Franklin County Municipal Court for the City of Grove City; and

WHEREAS, the City of Columbus has proposed a renewal of said contract as attached hereto;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

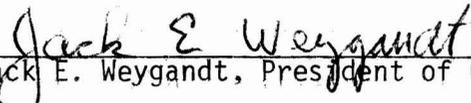
SECTION 1. The Director of Law is hereby authorized and directed to enter into a contract as attached hereto and made a part hereof with the Columbus City Attorney.

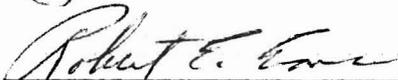
SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

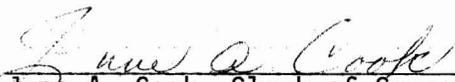
Submitted: 11/15/82

Passed: 12/20/82

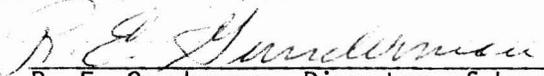
Effective: 1/19/83

  
\_\_\_\_\_  
Jack E. Weygandt, President of Council

  
\_\_\_\_\_  
Robert E. Evans, Mayor

Attest:   
\_\_\_\_\_  
June A. Cook, Clerk of Council

I Certify that this ordinance is correct as to form.

  
\_\_\_\_\_  
R. E. Gunderman, Director of Law

CONTRACT

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 198\_\_, 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 Grove City, Ohio, by ORD # C-80-82, 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:

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 Grove City, Ohio, or traffic and criminal statutes of the State of Ohio, which occur within the limits of the \_\_\_\_ City \_\_\_\_ of Grove City, Ohio; provided however, Gregory S. Lashutka, City Attorney of Columbus, Ohio, reserves the right to decline to represent the \_\_\_\_ City \_\_\_\_ of Grove City 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 Grove City, seven days before a scheduled hearing in that specific case; and provided further that the City Solicitor of the \_\_\_\_ City \_\_\_\_ of Grove City reserves the right under this contract to represent the \_\_\_\_ City \_\_\_\_ of Grove City 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 Grove City, Ohio, intends to represent said City or Village in that specific case.

Gregory S. Lashutka, City Attorney of Columbus, Ohio, further agrees that he

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 Grove City, 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 Grove City, Ohio, would have a duty to represent the Bureau of Motor Vehicles.

The City of Grove City, 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

The parties hereto further agree that this Contract shall be in full force and effect from the date first written above through Dec 31, 1982, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this 20<sup>th</sup> day of Dec, 1982

CITY OF COLUMBUS  
DEPARTMENT OF LAW

GREGORY S. LASHUTKA  
CITY ATTORNEY

\_\_\_\_\_  
Gregory S. Lashutka

\_\_\_\_ City OF \_\_\_\_\_ Grove City, OHIO

By R. E. Goodman