City of Dublin

Office of the City Manager
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Memo

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Initiated By: Lisa Wilson Schoning, Court Administrator

Date: November 3, 2016

Re: Resolution No. 54-16 – Delaware Prosecutor Contract

Summary

Attached is legislation authorizing a contract with the City of Delaware's City Prosecutor for cases generated by the City of Dublin in the Delaware Municipal Court in 2017.

The terms of the contract for 2017 are $205.00 per case, which is a $5 per case increase over the 2015 contract. As in 2016, the contract includes a minimum payment of $300.00 per year.

As of October 18, 2016, the total payments made under the 2016 contract are $585.00, reflecting three cases handled by the Delaware City Prosecutor.

Recommendation

Staff recommends adoption of Resolution 54-16 at the November 7, 2016 Council meeting.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 54-16 Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE DELAWARE CITY PROSECUTOR IN THE DELAWARE MUNICIPAL COURT

WHEREAS, the services of the Delaware City Prosecutor are required to prosecute Dublin cases in the Delaware Municipal Court; and

WHEREAS, the Delaware Municipal Prosecutor has requested that the City of Dublin execute a contract to formalize this arrangement for 2017.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute the contract attached hereto as Exhibit "A" with the Delaware Municipal Prosecutor to prosecute Dublin cases before the Delaware Municipal Court.

Section 2. This Resolution is effective upon passage, in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2016.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

PROFESSIONAL SERVICES AGREEMENT

This agreement is made this _____ day of _____, 20____ by and between the City of Dublin, hereinafter referred to as "Dublin", and the City of Delaware, Ohio Prosecutor's Office hereinafter referred to as the "Prosecutor." Dublin being willing to engage the Prosecutor and the Prosecutor being willing to be engaged by Dublin on the terms, covenants and conditions hereinafter set fourth; it is hereby agreed as follows:

1. NATURE OF EMPLOYMENT

Dublin does hereby contract with and engage the Delaware, Ohio City Prosecutor's Office, the address of which is 70 N. Union Street, Delaware, Ohio 43015, to prosecute all cases coming before the Delaware Municipal Court, Criminal Division, arising out of alleged violations of the Criminal, Traffic and Zoning Sections of the Codified Ordinances of the Municipality of Dublin, Ohio, and the Criminal and Traffic Sections of the Ohio Revised Code which occur within the jurisdictional limits of Dublin; provided however that the Delaware City Prosecutor reserves the right to decline to represent Dublin under this contract in any specific case filed in or coming before the Delaware Municipal Court, upon giving written notice to the Dublin Law Director at least seven days prior to a scheduled hearing in that specific case. Dublin reserves the right under this contract to represent itself or obtain other representation in any specific case filed in or coming before the Delaware Municipal Court by giving written notice to the Delaware City Prosecutor at least seven days before a scheduled hearing in a specific case, that Dublin intends to retain other counsel in that specific case, and other counsel so entering appearance.

Delaware City Prosecutor further agrees that he will consult with and advise the Dublin Law Director, when necessary, concerning the prosecution and enforcement of the Codified Ordinances of Dublin and perform such other duties as are customarily performed by one holding such position in other similar municipalities. However, nothing herein shall be construed to limit the reasonable prosecutorial discretion of the Delaware City Prosecutor.

2. TERM OF EMPLOYMENT

The term of this Agreement shall be for a period commencing on the January 1, 2017 and ending December 31, 2017 subject, however, to prior termination as hereinafter provided. Cases that are commenced or concluded between these dates are subject to this contract.

3. PAYMENT AND REIMBURSEMENT

Dublin shall pay the Prosecutor and the Prosecutor shall agree to accept from Dublin compensation at the rate of $205.00 per contested case prosecuted, with a minimum of $300.00 dollars per year. The Prosecutor acknowledges receipt of the minimum for the period covered by this contract. A "contested case" for this document is one in which the defendant enters a plea of "not guilty" or its equivalent, and thus requires further procedures after arraignment. There will be no separate charge for prosecutions terminated at or before arraignment. Provided however, Dublin agrees that it will reimburse the Prosecutor for any and all necessary expenses incurred on behalf of Dublin including mileage at the rate established by the Internal Revenue Service, but excluding materials, paper and secretarial expenses which the Prosecutor agrees to pay from the stated compensation. The prosecutor shall bill Dublin quarterly, for cases terminated during the preceding quarter, and compensation shall be paid within 30 days of billing.

4. TERMINATION OF AGREEMENT

Notwithstanding anything to the contrary contained in this Agreement, both parties are hereby given the option to terminate this Agreement upon written notice presented to the other party thirty (30) days prior to termination. No other requirements are necessary to terminate this Agreement.

5. APPLICABLE LAW

The parties hereto agree that it is their intention that this Agreement and the performance hereunder be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written:

CITY OF DUBLIN, OHIO

By: _____
City Manager

Approved as to Form:

_____
City Attorney City of Dublin, Ohio

CERTIFICATION OF DIRECTOR OF FINANCE

Dublin Director of Finance hereby certifies that the necessary funds are available as this is a continuing contract to be performed in whole or in part in an ensuing fiscal year and the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

By: _____
Director of Finance

CITY OF DELAWARE, OHIO
PROSECUTOR' S OFFICE

By: _____
R. Thomas Homan, City Manager

Approved as to Form:

_____
Darren Shulman
City Attorney
City of Delaware, Ohio