

CONTRACT FOR LEGAL SERVICES

This contract is made this 28 day of DEC, 2015 by and between the City Attorney of Columbus, Ohio (hereinafter "City Attorney") and the Village of Valleyview 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 personnel employed by the City Attorney in the Prosecutor Division, shall prosecute all cases filed in the Franklin County Municipal Court, Criminal Division, that arise out of alleged violations of criminal and traffic ordinances of the Village of Valleyview, or criminal and traffic statutes of the State of Ohio which occur within the jurisdictional limits of the Village of Valleyview.
2. The City Attorney reserves the right to decline representation in a particular case filed in Franklin County Municipal Court upon giving written notice to the Village of Valleyview seven days before a scheduled court date in that particular case. The Village of Valleyview reserves the right to represent the Village of Valleyview in a particular case filed in Franklin County Municipal Court upon giving written notice to the City Attorney seven days prior to a scheduled court date of its intention to represent the Village of Valleyview in that specific case.
3. The City Attorney, by and through its personnel in the Prosecutor Division, shall consult with and advise the law enforcement officers of the Village of Valleyview and all other appropriate officials of the Village of Valleyview, when necessary, concerning the prosecution or enforcement of the criminal and traffic ordinances of the Village of Valleyview and statutes of the State of Ohio within the jurisdictional limits of the Village of Valleyview, as well as the disposition of all cases filed in the Franklin County Municipal Court that are being prosecuted pursuant to this Contract.
4. 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 Village of Valleyview would otherwise have a duty to represent the BMV.
5. 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 Village of Valleyview, alleged to have occurred within the jurisdictional limits of the Village of Valleyview, 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.

6. The City Attorney, by and through its personnel in the DVSU of the Prosecutor Division, will provide information regarding the practices and procedures of the criminal justice system to victims and/or witnesses coming before the Franklin County Municipal Court, Criminal Division, arising out of alleged violations of the criminal ordinances of the Village of Valleyview and the Ohio Revised Code, relative to misdemeanor criminal charges involving family or household members for the lead offenses of Domestic Violence, Menacing by Stalking, Aggravated Menacing, Menacing, and Violations of Protection Orders, which occur within the jurisdictional limits of the Village of Valleyview.

The DVSU will provide services in accordance with its duties including, but not limited to, the following: prepare cases for arraignment and trial including conducting record checks, obtaining physical and documentary evidence, obtaining and transcribing 911 and other relevant audio materials, obtaining video and photographic evidence (where available), obtaining medical releases and issuing subpoenas for medical records, subpoenaing witnesses and making victim and witness contact, and interviewing victims of crime; act as support for the victims and/or witnesses; act as liaison between the victims and the prosecutor; provide information to the victims about the court system and advise victims of their rights as victims of crime under the Ohio Revised Code and the Ohio Constitution; make referrals to social service agencies; notify victims of trial dates, continuances, hearings, sentencing dates, and any other hearings; assist victims in preparing victim impact statements; and assist victims in obtaining Temporary Protection Orders in domestic violence/stalking cases.

7. The City Attorney, by and through its personnel in the Prosecutor Division, shall notify the Village of Valleyview of the filing of any Notice of Appeal from judgments of the Franklin County Municipal Court from cases being handled by the City Attorney pursuant to this Contract, within five days of receipt of notice of such filing, whether such Notice of Appeal is filed by a defendant or filed on behalf of the Village of Valleyview. The Village of Valleyview shall notify the City Attorney within ten days thereafter if it intends to handle the appeal. In the absence of such notice, the City Attorney will handle the appeal. The Village of Valleyview retains the right to decline the prosecution of an appeal on its behalf by the City Attorney but the City Attorney may elect to prosecute such appeal at its own expense and the Village of Valleyview will provide the City Attorney with any information necessary to prosecute such appeal.

CONTRACT TERM:

The term of this Contract shall commence on January 1, 2016, and shall conclude on December 31, 2016, subject to prior termination as hereinafter provided. Cases that are commenced (filed with the Municipal Court Clerk's Office as either a new case or transferred from a Mayor's Court) on or after January 1, 2016, intake services provided on or after January 1, 2016, appeals commenced on or after January 1, 2016, and cases commenced at any time being reviewed following an application for expungement are subject to the terms of this Contract. This Contract may be renewed at the option of both parties before the end date of this Contract.

BILLING AND PAYMENT TERMS:

1. Services provided pursuant to this contract shall be subject to the following flat fee schedule except as provided elsewhere within this clause:

<u>Prosecution of Cases Resolved at Arraignment Level</u>	<u>Flat Fee</u>
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Traffic Cases (assigned to Courtrooms 1A and 1B)	\$30
Criminal, Traffic, and Environmental Cases (assigned to Courtrooms 4C, 4D, and 15C)	\$75 *

** If case is set for a sentencing hearing following arraignment, \$50 to be added to prosecution flat fee.*

<u>Prosecution of Cases Assigned to Individual Judge (Not Resolved at Arraignment Level)</u>	<u>Flat Fee</u>
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Non-OVI Case (DVSU services not utilized)	\$150
OVI Case (includes Physical Control Cases)	\$300
Any case in which DVSU services are utilized	\$350

<u>Other Services</u>	<u>Flat Fee **</u>
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Case with BMV Hearing(s)	\$30
Expungement Review (and filing of objection and any court appearance(s) if necessary)	\$75
Intake Services	\$30

*** These flat fees are in addition to the case's regular prosecution flat fee.*

- This billing structure shall apply to:
 - Cases commenced on or after January 1, 2016 (filed with the Municipal Court Clerk's Office as either a new case or transferred from a Mayor's Court);
 - Intake services provided on or after January 1, 2016;
 - Appeals commenced on or after January 1, 2016; and
 - Cases commenced at any time being reviewed following an application for expungement.

- Any cases/intake services/appeals commencing prior to January 1, 2016 shall be subject to the terms of the 2015 contract with our office.
- Flat fees apply regardless of the amount of case preparation, court appearances, DVSU investigation and evaluation services (if applicable), etc., necessary to prosecute the case.
- If multiple misdemeanor cases are initiated out of the same incident with the same defendant, they shall be treated as one case for billing purposes.
- All other services provided not specifically mentioned above, including but not limited to appellate services, will be billed at \$95/hour.
- Our office will request reimbursement for any and all necessary expenses in the prosecution of cases, including but not limited to, transcripts and expert witnesses.
- Our office will bill your municipality on a quarterly basis and full payment is required within 90 days of the invoice date.

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: 
Richard C. Pfeiffer, Jr., City Attorney

VILLAGE OF VALLEYVIEW, OHIO

By: 