

CONTRACT OF CITY PROSECUTOR

THIS CONTRACT is entered into, this ____ day of _____, 2012, between THE CITY OF GAHANNA, OHIO, and RAYMOND J. MULARSKI, an Attorney at Law (hereinafter "Mularski"), being hereby appointed by Shane W. Ewald, City Attorney, for prosecution of certain cases before the Franklin County Municipal Court Criminal Divisions, and Gahanna Mayor's Court; for representation of the Bureau of Motor Vehicles of certain cases in Franklin County Municipal Court Civil Division, and Gahanna Mayor's Court; and for the appeals of certain cases which may arise before the County Court of Appeals:

NOW, THEREFORE, that parties agree as follows:

Mularski hereby agrees that he will undertake to prosecute all cases coming before the Franklin County Municipal Court Criminal Division, and Mayor's Court, arising out of alleged violations of traffic and criminal statutes of the State of Ohio and ordinances of the City of Gahanna, Ohio; provided, however, if Mularski has a conflict of interest, he reserves the right to decline to represent the City of Gahanna under this Contract in any specific case filed in or coming before a Municipal Court, Mayor's Court, or Court of Appeals upon giving written notice to the City Attorney for the City of Gahanna, Ohio, seven (7) days before a scheduled hearing in that specific case.

Mularski further agrees that he will consult and advise the officers of the Gahanna Police Department and all other appropriate officials of the City, when necessary, concerning the prosecution or enforcement of the criminal and traffic statutes of the State of Ohio and ordinances of the City of Gahanna, and that he will prosecute cases within guidelines established by the Gahanna City Attorney. However, this shall not be construed to limit the reasonable prosecutorial discretion of Mularski.

Mularski further agrees that he will consult with and advise all relevant persons concerning violations of criminal misdemeanor statutes of the State of Ohio, alleged to have occurred within the limits of the City of Gahanna, Ohio.

Mularski further agrees that he will undertake to represent the Bureau of Motor Vehicles 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 those cases which the legal representative of the City of Gahanna, Ohio, would have a duty to represent the Bureau of Motor Vehicles.

Mularski further agrees that he will undertake to represent the City of Gahanna, Ohio, in all cases coming before the County Court of Appeals arising out of alleged violations of traffic and criminal statutes of the State of Ohio and ordinances of the City of Gahanna, which occur within the limits of the City of Gahanna, Ohio; provided, however, if Mularski has a conflict of interest, he reserves the right to decline to represent the City of Gahanna, Ohio, under this Contract in any specific case filed in or coming before the County Court of Appeals upon giving written notice to the City Attorney of the City of Gahanna, Ohio, seven (7) days before a scheduled hearing in that specific case.

Mularski further agrees that his home phone number or the number of an alternate attorney shall be made available to the Gahanna Police Department for the purpose of authorizing privately filed misdemeanor charges.

NOW, THEREFORE, in consideration of the above promises made by Mularski, the City of Gahanna, Ohio, agrees to pay Mularski the sum of Sixty-five and no/100 Dollars (\$65.00) per hour for all prosecutions required by this Contract.

It is mutually understood and agreed that the responsibility of Mularski under this Contract shall be limited to those functions set forth above and to be performed by him, unless he is assigned prosecutorial duties as directed by the City Attorney.

It is further agreed by the parties that Mularski shall be allowed to engage an assistant prosecutor to assist in fulfilling the above set forth obligations. The names of said assistant prosecutor shall be kept on file at the Clerk of Council's office.

The parties hereto further agree that this Contract shall be in full force and effect from January 1, 2012, through December 31, 2013; provided, however, that this contract may be terminated by either party by giving sixty (60) days written notice.

The Mayor and City Attorney have executed this Contract of City Prosecutor, this _____ day of _____, 2012, to be effective the 1st day of January, 2012.

APPROVED:

City of Gahanna, Ohio

Shane W. Ewald, City Attorney

Rebecca W. Stinchcomb, Mayor

The undersigned RAYMOND J. MULARSKI hereby accepts appointment by the City Attorney, this _____ day of _____, 2011.

Raymond J. Mularski, Attorney at Law