

ORDINANCE NO. 92-90

By: John T. Loehnert

An Ordinance to authorize the Mayor and Auditor to execute a contract with the Franklin County Public Defender Commission for the defense of indigent defendants before the Franklin County Municipal Court, to appropriate \$500 from the unencumbered General Fund to pay amounts due for the defense of indigent defendants during 1990 and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1: That the Mayor and Auditor are hereby authorized and directed to execute a contract by and between the City and the Franklin County Public Defender Commission for the defense of indigent defendants before the Franklin County Municipal Court, said contract to be substantially in the form attached to this ordinance and incorporated herein by this reference.

Section 2: That \$500 is hereby appropriated from the unencumbered General Fund for the purpose of paying costs incurred with respect to the defense of indigent defendants by the Franklin County Public Defender Commission during 1990.

Section 3: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to provide for the continued and uninterrupted defense of indigent defendants charged with violations of Bexley City Ordinances before the Franklin County Municipal Court, and shall be in force immediately upon its passage and approval by the Mayor.

Passed: Dec 19, 1990

[Signature]  
President of Council

Attest: [Signature]  
Clerk of Council

Approved: Dec 19, 1990

[Signature]  
David H. Madison, Mayor

*Dec. 11, 1990 - 1<sup>st</sup> reading  
Dec. 18, 1990 - 2<sup>nd</sup> reading  
Dec. 19, 1990 - 3<sup>rd</sup> reading  
Adopted*

CONTRACT

This Agreement, beginning on Jan. 1, 1991 by and between the Franklin County Public Defender Commission, pursuant to Ohio Rev.Code, Supplement, section 120.14 (E)(Page 1988), and the City/Village of Bexley, Ohio, for the defense of indigent defendants before the Franklin County Municipal Court; the parties agree as follows:

The Franklin County Public Defender Commission hereby agrees to represent, through the personnel employed by the Franklin County Public Defender Commission, all indigent persons coming before the Franklin County Municipal Court, Criminal Division, charged with a violation of an ordinance of the City/Village of Bexley, Ohio, which occur within the limits of the City/Village of Bexley, Ohio; provided that the Franklin County Public Defender Commission reserves the right to decline representation if a conflict of interest exists in any specific case filed in or coming before the Franklin County Municipal Court; and, provided further, that the City Solicitor, of the City/Village of Bexley, Ohio, reserves the right to appoint other counsel to represent defendants charged with a violation of an ordinance of the City/Village of Bexley, Ohio, or traffic and/or criminal statutes of the State of Ohio, which occur within the jurisdictional limits of the City/Village of Bexley, Ohio in any specific case filed in or coming before the Franklin County Municipal Court.

The City/Village of Bexley, Ohio, agrees to pay the sum of \$32.50 per case. Said sum due to be stated by invoice from the Franklin County Public Defender at quarterly intervals. Checks or warrants should be made payable to the Columbus City Treasurer - Public Defender Service.

This contract may be terminated by either party at any time before the expiration of the contract by giving thirty (30) days written notice to the other party of its intention to terminate.

The parties further agree that this Contract shall be in full force and effect from the date first written above through \_\_\_\_\_, 1991, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this 19th day of December, 1990.

City/Village of BEXLEY  
By: [Signature], Mayor  
BY: [Signature], Auditor

Franklin County Public Defender Commission

BY: \_\_\_\_\_  
H. Ritchey Hollenbaugh,  
Chairman