

ORDINANCE NO. 1 -94

By: Richard F. Weber

An Ordinance to authorize the Mayor and Auditor to execute a contract with the Franklin County Public Defender Commission for the legal representation of indigent defendants before the Franklin County Municipal Court, Criminal Division, 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 to execute a contract by and between the City of Bexley and the Franklin County Public Defender Commission for the representation of indigent defendants before the Franklin County Municipal Court, Criminal Division, charged with a violation of an ordinance of the City of Bexley at a rate of \$50 per case, said contract to be in a form approved by the City Attorney.

Section 2. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to provide uninterrupted representation of indigent defendants before the Franklin County Municipal Court, and shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: February 8, 1994

John M. Brennan
President of Council

Attest: John A. Wolfe
Clerk of Council

Approved: Feb. 8, 1994

David H. Madison
David H. Madison, Mayor

Jan. 11, 1994 - 1st reading
Jan. 25, 1994 - 2nd reading
Feb. 8, 1994 - 3rd reading
passed.

CONTRACT

This Agreement, beginning on January 1, 1994, by and between the Franklin County Public Defender Commission, pursuant to Ohio Rev. Code, section 120.14(E) (Page 1990), and the City of Bexley, 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 of Bexley, which occur within the limits 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 Bexley, Ohio, reserves the right to appoint other counsel to represent defendants charged with a violation of an ordinance of Bexley, Ohio, or traffic and/or criminal statutes of the State of Ohio, which occur within the jurisdictional limits of Bexley, Ohio in any specific case filed in or coming before the Franklin County Municipal Court.

The City of Bexley, agrees to pay the sum of \$50.00 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 December 31, 1994, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this _____ day of _____, 1994.

City of Bexley

BY: 

Mayor of Bexley

Franklin County Public Defender Commission

BY: _____

Richard F. Swope
Chairman

CONTRACT

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IN WITNESS WHEREOF, the parties have executed this Contract, this 29th day of June, 1994.

City of Bexley

BY: 

Mayor of Bexley

Franklin County Public Defender Commission

BY: Richard F. Swope / by Pauline Colvin,
Richard F. Swope
Chairman
Treasurer