

ORDINANCE NO. 133 -07

By: Matthew Lampke

An Ordinance to authorize the Mayor and Auditor to execute a contract on behalf of the City with the Franklin County Public Defender Commission for calendar year 2008 with respect to the defense of indigent defendants before the Franklin County Municipal Court 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 on behalf of the City with the Franklin County Public Defender Commission for calendar year 2008 with respect to the defense of indigent defendants before the Franklin County Municipal Court charged with a violation of a City ordinance within the City, said contract to be in the form attached hereto as Exhibit A and stipulating a fee of \$73.75 per case.

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

Passed: 1/8, 2007~~8~~

Matthew J. Lampke
President of Council

Attest: [Signature]
Clerk of Council

12-18-07- First Reading
1-8-08- Second Reading
Suspended
1-8-08- passed

Approved: 1-8, 2007~~8~~

David H. Madison
David H. Madison, Mayor

FRANKLIN COUNTY PUBLIC DEFENDER

373 South High Street 12th Floor
(614) 645-8980 614) 462-3194

Columbus, Ohio 43215
Fax (614) 461-6470

November 7, 2007

Honorable John Brennan
Mayor
City of Bexley
2242 E. Main St.
Bexley, OH 43209

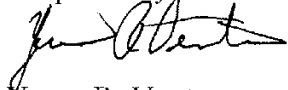
Dear Mr. Mayor:

The existing contract for indigent defense representation with your City is scheduled to expire January 1, 2008.

Enclosed please find a copy of a new contract for your review and hopefully your signature. Based upon an analysis of our cost efficiencies for the year 2008, the cost per case will be \$73.75. The total amount charged per case is also based upon an anticipated 2008 state reimbursement rate of 25%.

Please contact me if you have any questions concerning the above.

Respectfully,



Yeura R. Venters
Director

/bal

CONTRACT

This Agreement, beginning on January 1, 2008, by and between the Franklin County Public Defender Commission, pursuant to Ohio Rev. Code, section 120.14(E), 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 Mayor 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 \$73.75 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, 2008, unless terminated earlier, as provided herein.

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

City of Bexley

BY: _____

Mayor of Bexley

BY: _____

Auditor

Franklin County Public Defender Commission

BY: _____

Richard F. Swope
Chairman