

ORDINANCE NO. 9-92By: John M. Brennan

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 Municipal Court of Franklin County, Ohio 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 defense of indigent defendants before the Municipal Court of Franklin County, Ohio at the rate of \$32.50 per case pursuant to Section 120.14(E) of the Ohio Revised Code, said contract to be in a form approved by the Bexley 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 Municipal Court of Franklin County, Ohio, and shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: March 3, 1992

Attest:

J. W. Eby  
Clerk of Council

Mark Messer  
President of Council

Approved: March 3, 1992

D. H. Madison  
David H. Madison, Mayor

Feb. 11, 1992 - 1<sup>st</sup> reading

Feb. 25, 1992 - 2<sup>nd</sup> reading

Mar. 3, 1992 - 3<sup>rd</sup> reading  
adopted

CONTRACT

This Agreement, beginning on January 1, 1992, by and between the Franklin County Public Defender Commission, pursuant to Ohio Rev.Code, section 120.14 (E)(Page's 1990), and the City 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 of Bexley, Ohio, which occur within the limits of the City 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 of Bexley, Ohio, reserves the right to appoint other counsel to represent defendants charged with a violation of an ordinance of the City of Bexley, Ohio, or traffic and/or criminal statutes of the State of Ohio, which occur within the jurisdictional limits of the City of Bexley, Ohio in any specific case filed in or coming before the Franklin County Municipal Court.

The City 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 12/31, 1992, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this 4th day of May, 1992.

City of Bexley

BY: [Signature]

City ~~XXXXXX~~ Mayor

[Signature]  
City Auditor

Franklin County Public Defender Commission

BY: H. Ritchey Hollenbaugh

H. Ritchey Hollenbaugh,  
Chairman

*by Pauline Colvin*

CONTRACT

This Agreement, beginning on January 1, 1993, 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, 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 of Bexley, Ohio, 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, Ohio, 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, 1993, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this 31<sup>st</sup> day of DECEMBER, 1992. ~~1992~~  
1992

City of Bexley

BY: *Donald H. Maden*  
Mayor of Bexley

Franklin County Public Defender Commission

BY: *Richard F. Swope* / *by*  
Richard F. Swope  
Chairman *Pauline Colvin*