

RESOLUTION NUMBER 20-01
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN C. Mark Kingseed ON THE
19th DAY OF February, 2001.

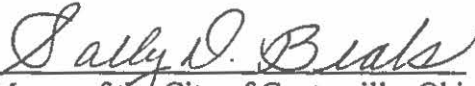
A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE LAW OFFICE OF THE MONTGOMERY COUNTY PUBLIC DEFENDER TO PROVIDE LEGAL SERVICES FOR INDIGENT PERSONS CHARGED WITH JAILABLE OFFENSES UNDER THE CITY'S LOCAL ORDINANCES.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES THAT:

SECTION 1. The City Manager is hereby authorized and directed to do all things necessary to execute a Contract between the City of Centerville and the Law Office of the Montgomery County Public Defender, a copy of which is attached hereto as Exhibit "A" and incorporated herein, which contract provides legal services for indigent persons charged with jailable offenses under the City's local Ordinances.

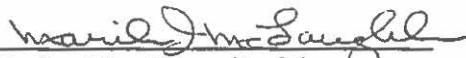
SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED this 19th day of February, 2001.



Mayor of the City of Centerville, Ohio

ATTEST:



Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 20-01, passed by the Council of the City of Centerville, Ohio, on the 19th day of February, 2001.


Clerk of Council

Approved as to form, consistency
with existing ordinances, the
charter and constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

AGREEMENT

WHEREAS the City of Centerville (City) and the Law Office of the Montgomery County Public Defender (Public Defender) want to provide legal services for indigent persons charged with jailable offenses under the City's local ordinances, the parties agree as follows:

- 1) The Public Defender will provide legal representation to all indigent persons charged with a violation of a City ordinance for which the person may be sentenced to a term of incarceration, except in those matters that the Public Defender has a conflict of interest;
- 2) The City will pay the Public Defender the sum of \$82.46 (eighty-two dollars and forty-six cents) per case for which the Public Defender provides representation;
- 3) A case shall be counted as any matter in which the City initially charges an indigent person under a City ordinance for which jail is a possible sentence and for which the Public Defender provides representation past the initial arraignment. Matters that have multiple City ordinance charges under one case number shall be counted as one case. Matters that are pled and sentenced at the initial arraignment shall be counted as .25 (one quarter) case. Matters that are reopened as the result of revocations, show causes, capiases, or for other reasons shall be counted as .20 (one fifth) case. An appeal of a conviction of a City ordinance charge shall be counted as 26 (twenty-six) cases;
- 4) The Public Defender shall issue a monthly invoice for the prior month's services and the City shall pay said invoice within 30 (thirty) days of receipt.
- 5) Either party may terminate this agreement by giving written notice of the intent to terminate at least 30 (thirty) days prior to the date of termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2001.

THE CITY OF CENTERVILLE, OHIO

MONTGOMERY COUNTY
PUBLIC DEFENDER COMMISSION

BY _____
GREGORY B. HORN
City Manager

BY _____
ROBERT A. BOSTICK
Chairman

APPROVED AS TO FORM:

BY _____
ROBERT N. FARQUHAR
Legal Counsel

BY _____
GLEN H. DEWAR
Public Defender