

RESOLUTION NUMBER 6-78

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMAN Leonard Stubbie ON THE 5th
DAY OF January, 1978.

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE OFFICE OF THE MONTGOMERY COUNTY PUBLIC DEFENDER FOR THE REPRESENTATION OF INDIGENT DEFENDANTS CHARGED WITH VIOLATIONS OF CITY ORDINANCES OF THE CITY OF CENTERVILLE.

THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

That the City Manager is hereby authorized and directed to enter into a contract, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein, with the office of the Montgomery County Public Defender, said contract to provide for legal assistance and representation to indigent defendants charged with violations of the City ordinances of the City of Centerville, Ohio.

PASSED this 5th day of January, 1978.

Victor A. Green
Mayor of the City of Centerville, Ohio

ATTEST:

Marie M. [Signature]
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 the foregoing to be a true and correct copy of Resolution No. 6-78, passed by the Council of the City of Centerville, Ohio, on the 5th day of January, 1978.

Marie M. [Signature]
Clerk of the Council

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

Department of Law
Robert N. Farquhar
Municipal Attorney

CONTRACT FOR COUNTY PUBLIC DEFENDER
SERVICE TO MUNICIPAL CORPORATION

A G R E E M E N T

This Agreement entered into between the Montgomery County Public Defender Commission, hereinafter called the "Commission" and the City of Centerville, Ohio, hereinafter called the "City":

WHEREAS, the City recognizes its responsibilities under the laws of the State of Ohio and the United States of America to provide legal counsel to indigent persons charged with violation of the City's Municipal Ordinances, the outcome of which could result in the loss of liberty of said persons; and

WHEREAS, the City in furtherance of the execution of its legal responsibilities, desire to provide such legal services to the City's indigent citizens and others so situated, and to do so in co-operation with the Commission;

NOW, THEREFORE, the parties do mutually agree to bind themselves as follows:

1. Scope of Work

The Commission shall in a satisfactory and proper manner under the terms and conditions contained herein, provide the required legal services for all indigent persons charged with violating the City's municipal ordinances which could result in their loss of liberty and which are not cases in conflict with other cases or persons represented by the Commission.

2. Compensation

The City shall pay to the Commission a sum not to exceed One Thousand Five Hundred dollars (\$1,500) which shall constitute full and complete payment for all the Commission's services during the term of this contract. Said sum shall be paid in the following manner: One-half (50%) of the contract price, to-wit: Seven Hundred Fifty dollars (\$750) shall be paid upon the execution of this contract; thereafter the Commission shall be paid the balance in two (2) equal payments of one-fourth of the contract price, to-wit: Three Hundred Seventy-five dollars (\$375), the first of said payments at the expiration of four (4) months of the term of this contract; and the second at the expiration of

eight (8) months of the term of this contract.

3. Term of Service

The duration of this contract shall be for one (1) year commencing on January 1, 1978, and shall terminate on December 31, 1978.

4. The Commission shall not assign all or any part of this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld.

5. If the Commission shall fail to fulfill in a reasonable, timely and proper manner its obligations under this Agreement, or the Commission shall substantially violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Commission of such termination and specifying an effective date thereof at least sixty (60) days before the effective date of said termination. Termination by the City shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of this Agreement by the Commission.

6. All amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

7. There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex or national origin. This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The Commission shall insert a similar provision in any sub-contract for services covered by this Agreement.

8. The Commission and its members covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No members of, nor delegates to, the Congress of the United States of America, and no resident commissioner shall share in any part hereof or any benefits to arise herefrom.

9. In the event that funds are made available to the Commission by the State of Ohio pursuant to Section 120.18 of the Ohio Revised Code, this Agreement shall be subject to renegotiation of the contract price commensurate with the percentage of remuneration of the total cost of the Public Defender Office received by the Commission from the State of Ohio.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 197 .

THE CITY OF CENTERVILLE, OHIO

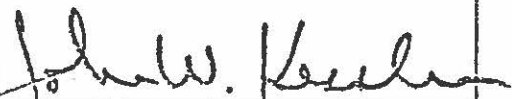
MONTGOMERY COUNTY PUBLIC
DEFENDER COMMISSION

By _____
DARRYL KENNING
City Manager

By _____
ALEX V. DeMARCO
Chairman

Approved as to form:

By _____
City Attorney

By 
JOHN W. KESSLER
Public Defender