

ORDINANCE NO. 2007- 01

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO CONTRACT, ON BEHALF OF THE CITY OF KENT, WITH THE OFFICE OF THE PUBLIC DEFENDER, PORTAGE COUNTY, FOR THE PROVISION OF LEGAL COUNSEL TO INDIGENT PERSONS CHARGED WITH POTENTIAL PENALTY OF INCARCERATION FOR OFFENSES COMMITTED IN VIOLATION OF THE ORDINANCES OF SAID CITY FOR THE PERIOD JANUARY 1, 2007 THROUGH DECEMBER 31, 2007 AND DECLARING AN EMERGENCY.

WHEREAS, the City just received the proposed contract from the Public Defender's office, and the contract is to take effect on January 1, 2007; and

WHEREAS, the City is obligated to enter into the agreement pursuant to the Ohio Revised Code.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kent, Portage County, Ohio, at least three-fourth (3/4) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized to contract, on behalf of the City of Kent, with the Office of the Public Defender, Portage County, for the provision of legal counsel to indigent persons charged with potential penalty of incarceration for offenses committed in violation of the ordinances of said city for the period January 1, 2007 through December 31, 2007, said contract marked as Exhibit A, attached hereto and incorporated herein.

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council, and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council this ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: 1/17/07 _____
DATE MAYOR AND PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

I hereby certify that Ordinance No. 2007-01 was duly enacted this 17th day of January, 2007, by the Council of the City of Kent, Ohio.

CLERK OF COUNCIL

EXHIBIT "A"

CONTRACT FOR COUNTY PUBLIC DEFENDER SERVICE TO MUNICIPAL CORPORATION AGREEMENT

This Agreement, which is subject to and conditioned upon the approval of the Ohio Public Defender Commission, is entered into between the Portage County Public Defender Commission hereinafter called the "Commission", and the City of Kent, Ohio hereinafter called the "City".

WHEREAS, the City recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with potential loss of liberty offenses under its municipal ordinances; and

WHEREAS, the City in furtherance of the execution of its legal responsibilities, desires to contract with the Commission for delivery of legal services and representation by the Portage County Public Defender to the City's indigent citizens and others so situated.

NOW, THEREFORE, the parties, in recognition of the foregoing, and in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the Office of the Ohio Public Defender, do hereby 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 counsel to all indigent or otherwise eligible defendants charged with criminal violations of the City's municipal ordinances carrying a potential penalty of incarceration. The eligibility for this service shall be determined by the Portage County Municipal Court and/or the Commission.

2. Compensation

The City shall pay to the Commission the sum of Eighty Dollars (\$80.00) per charge which shall constitute payment for services rendered, and which is acknowledged by the parties as a fee which does not and shall not exceed the fee schedule in effect and adopted by the Portage County Commission for appointed counsel pursuant to its Resolution No. 99-377, dated June 1, 1999. In the event a case is closed and subsequently reopened under the same

case number, the Commission shall be entitled to payment as if an additional criminal charge has been filed. The commission shall provide an itemized accounting of cases handled in each quarter of the year.

3. Term of Service

The duration of this contract shall be for one (1) year commencing on January 1, 2007 and shall terminate on December 31, 2007, subject to the following:

- (a) 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 reasonably withheld.
- (b) If the Commission shall fail to fulfill in reasonable, timely and proper manner, its obligations under this Agreement, or if 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 the Agreement by the Commission.
- (c) All amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.
- (d) There shall be no discrimination against any employee who is employed in the work covered by the 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, promotion, demotion, transfer, recruitment, recruitment advertising, lay-off, 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.
- (e) The Commission covenants that it presently has 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 the Congress of the United States of America, or delegates thereto, and no resident commissioner shall share in any part hereof or any benefits to arise here from.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ___ day of _____ 2006.

FOR THE CITY:

FOR THE COMMISSION:

Chairman

Upon Review by the Ohio Public Defender Commission pursuant to OAC 120-1-09, the within AGREEMENT for public defender services between the City of Kent, Ohio, and the Portage County Public Defender Commission is hereby approved.

FOR THE OHIO PUBLIC DEFENDER COMMISSION:
