

ORDINANCE NO. 2007- 1

AN ORDINANCE AUTHORIZING A CONTRACT WITH THE PORTAGE COUNTY PUBLIC DEFENDER FOR DEFENSE OF INDIGENT PERSONS CHARGED WITH CRIMINAL OFFENSES UNDER THE VILLAGE ORDINANCES AND DECLARING AN EMERGENCY.

BE IT ORDAINED, by the Council of the Hiram of Village, Portage County, Ohio two-thirds (2/3) or more of the members thereto concurring that:

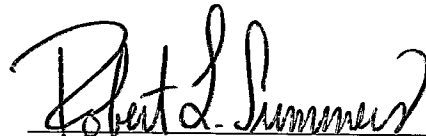
SECTION 1: The Mayor and the Fiscal Officer are authorized on behalf of the Village to execute a contract with the Portage County Public Defender Commission for the representation of indigent persons charged under Hiram Village ordinances for and during the calendar year 2007 substantially in conformance with the terms and conditions as the contract for 2006, and for the compensation of eighty dollars (\$80.00) per offense charged. The proposed Agreement is attached hereto as Exhibit "A".

SECTION 2: 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 the deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Revised Code of the State of Ohio.

SECTION 3: This Ordinance is hereby declared to be an emergency measure, to become effective immediately upon its passage by Council and approval by the Mayor, for the reason that it is necessary to protect the public safety, health and welfare of the citizens of the Village of Hiram, Ohio, to further provide for uninterrupted defense of indigent persons charged with potential loss of liberty offenses under the Village code, and because the Agreement covers the time period January 1, 2007 through December 31, 2007.

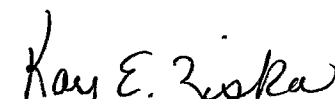
PASSED IN COUNCIL

First Reading: Emergency, January 9, 2007



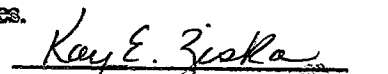
Mayor Robert Summers

ATTEST:


Kay Ziska, Fiscal Officer

I Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2007-1 has been duly posted in the required 5 places.

1-12-07
Date


Fiscal Officer, Village of Hiram

CONTRACT FOR COUNTY PUBLIC DEFENDER SERVICE
TO MUNICIPAL CORPORATION

AGREEMENT

This AGREEMENT, which is subject to and conditioned upon approval by the Ohio Public Defender Commission, is entered into between the Portage County Public Defender Commission, hereinafter called the Commission, and the Village of Hiram, Ohio, hereinafter called the Village.

WHEREAS, the Village 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 Village, 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 Village's indigent citizens and others so situated.

NOW, THEREFORE, the parties, in recognition of the foregoing, and in conformity with all applicable 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 legal counsel and representation to all indigent or otherwise eligible defendants charged with criminal violations of the Village's municipal

ordinances which carry 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 Village 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 Village, which consent shall not be reasonably withheld.
- (b) If the Commission should fail to fulfill in a reasonable, timely and proper manner, its obligations under this AGREEMENT, or if the Commission should substantially violate any of the covenants, agreements, or stipulations of this AGREEMENT, the Village 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 Village 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 but is 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 arising here from.

Contract for Public Defender Service
Village of Hiram, Ohio

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of
_____, 2007.

FOR THE VILLAGE:

Robert L. Summers

Kay E. Ziska

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 Village of Hiram, Ohio, and the
Portage County Public Defender Commission is hereby approved.

FOR THE OHIO PUBLIC DEFENDER COMMISSION:

Activity Report

TX	Date/Time	Function	No.	Destination	Duration	P. #	Result
NOV-29	17:49	Send	*227	330 384 4796	0°00'20"	002	OK
C-03	11:35	Send	*230	4402856814		000	Busy
	17:11	Send	*232	18772896374		000	Busy
DEC-04	09:50	Send	*233	16145641546	0°00'20"	001	OK
	09:51	Send	*234	941 360 2207	0°00'10"	001	OK
DEC-05	10:21	Send	*235	3306736363	0°00'17"	001	OK
	14:12	Send	*238	3302961956	0°00'25"	001	OK
	14:14	Send	*239	3302961956	0°00'42"	003	OK
	16:23	Send	*240	330 384 4796	0°00'20"	002	OK
	23:17	Send	*241	6147528410	0°00'14"	002	OK
DEC-08	10:56	Send	*247	330 562 9540	0°00'39"	007	OK
	14:13	Send	*249	330 562 9540	0°00'10"	002	OK
DEC-11	11:29	Send	*254	216 2923130	0°01'01"	003	OK
DEC-12	17:51	Send	*262	330 274 2706	0°02'46"	007	OK
	22:33	Send	*263	13306262174	0°00'45"	003	OK
DEC-13	08:12	Send	*265	18664570596	0°00'23"	003	OK
	10:36	Send	*267	3302972194	0°00'45"	002	OK
DEC-14	07:51	Send	*269	3302974560	0°03'27"	007	OK
	08:55	Send	*270	502 259 9282	0°02'18"	007	OK
	10:27	Send	271	12163576661	0°02'06"	005	OK
DEC-18	10:29	Send	272	12163576661	0°02'11"	005	OK
	13:55	Send	273	910 798 6925	0°00'18"	002	OK
	08:55	Send	278	16145641546	0°00'21"	001	OK
	10:32	Send	279	330 562 9540	0°00'32"	006	OK
NOV-30	08:57	Reception	*228	330 673 1754	0°00'30"	001	OK
	10:07	Reception	*229		0°00'19"	001	OK
DEC-05	08:42	Reception	*236	3302961956	0°00'48"	003	OK
	08:55	Reception	*237		0°00'19"	001	OK
DEC-06	02:56	Reception	*242	3305273129	0°00'37"	001	OK
DEC-07	10:20	Reception	*243	330 673 1754	0°00'33"	001	OK
	15:51	Reception	*244	910 798 6925	0°03'19"	017	OK
DEC-08	08:35	Reception	*245	330 678 5619	0°01'30"	002	OK
	09:42	Reception	*246	330 274 2706	0°00'29"	002	OK
	13:00	Reception	*248	1	0°01'50"	003	OK
DEC-09	14:40	Reception	*250	330 527 4035	0°00'32"	001	OK
	14:42	Reception	*251	330 527 4035	0°00'33"	001	OK
DEC-11	09:44	Reception	*252		0°00'31"	003	OK
	10:42	Reception	*253	941 360 2207	0°03'15"	002	OK
	15:25	Reception	*255	216 475 1006	0°00'35"	002	OK
DEC-12	10:09	Reception	*256	330 527 4035	0°00'31"	001	OK
	10:11	Reception	*257	330 527 4035	0°00'25"	001	OK
	11:27	Reception	*258	281 754 4259	0°00'56"	001	OK
	13:49	Reception	*259		0°01'07"	002	OK
	15:28	Reception	*260	216 642 4863	0°00'20"	002	OK
DEC-13	00:25	Reception	*264		0°01'10"	001	OK
	18:17	Reception	*268		0°00'28"	001	OK
DEC-14	15:22	Reception	274	3302961956	0°00'39"	001	OK
	20:12	Reception	275		0°00'29"	001	OK
DEC-17	08:59	Reception	276	3305273129	0°00'47"	001	OK
DEC-18	08:31	Reception	277	330 274 1030	0°00'23"	001	OK

Fax Cover Sheet

VILLAGE OF HIRAM

11617 Garfield Road

P.O. Box 65

Hiram, Ohio 44234

330-569-7677

330-569-7128 Fax Line

Send to: <i>Christly Herington + Pierce</i>	From: Hiram Village Hall <i>Kay Ziska</i>
Attention: <i>Tom Reedy</i>	Date:
Office Location:	Office Location: 11617 Garfield Road P.O. Box 65 Hiram, OH 44234
Fax Number: <i>330-562-9540</i>	Phone Number: (330)569-7677

- Urgent
- Reply ASAP
- Please comment
- Please Review
- For your Information

Total pages, including cover: *4*

Comments:

This came in the mail - needs ordinance (2007-01).

Kay

OFFICE OF THE PUBLIC DEFENDER
PORTAGE COUNTY, OHIO

Public Defender
Dennis Day Lager

209 S. Chestnut St., Suite 400
Ravenna, Ohio 44266

Investigator
Nathan Weidman

Associate
Mark Carfolo

Telephone 330-297-3665
Telecopier 330-298-2064
email: pcpubdef@apk.net

Office Manager
Kelly Crislip

Assistants
Robin Bostick
John P. Laczko
Alex K. Treece
Aaron T. Snopak

Legal Assistant
Katie Holcomb

RECEIVED DEC 13 2006

December 11, 2006

Ms. Kay Ziska, Clerk
Village of Hiram
PO Box 65
Hiram, Ohio 44234

Re: Municipality Contract 2007

Dear Ms. Ziska:

Enclosed please find the Municipality Contract for the Village of Hiram for 2007. Would you please have it signed by the appropriate individuals and returned to me as quickly as possible so I can forward it on the Ohio Public Defender's Office for final approval. I will then return a fully executed copy to you.

Sincerely,



Kelly Crislip
Office Manager

Enclosure

*Mailed originals
to Kelly 01/12/07*

RECEIVED JUN 15 2007

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TO MUNICIPAL CORPORATION

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Contract for Public Defender Service
Village of Hiram, Ohio

IN WITNESS WHEREOF, the parties have hereunto set their hands this 10 day of
January, 2007.

FOR THE VILLAGE:

Robert L. Summers

Kay E. Ziska

FOR THE COMMISSION:

[Signature]

Chairman

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

FOR THE OHIO PUBLIC DEFENDER COMMISSION:

David H. Bodelier