

ORDINANCE NO. 2007- 36

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 2008 substantially in conformance with the terms and conditions as the contract for 2007, 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, 2008 through December 31, 2008.

PASSED IN COUNCIL

First Reading: Emergency, December 11, 2007

Robert L. Summers

Mayor Robert Summers

ATTEST:

Ray E. Ziska
Fiscal Officer

I Ray E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2007-36 has been duly posted in the required 5 places.

12-19-07 *Ray E. Ziska*
Date Fiscal Officer, Village of Hiram

OFFICE OF THE PUBLIC DEFENDER
PORTAGE COUNTY, OHIO

Public Defender
Dennis Day Lager

Associate
Mark Carfalo

Assistants
Robin Bostick
John P. Laczko
David Sed

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

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

Investigator
Matthew Myers

Office Manager
Kelly Crislip

Legal Assistant
Katie Holcomb

RECEIVED NOV 14 2007

November 6, 2007

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

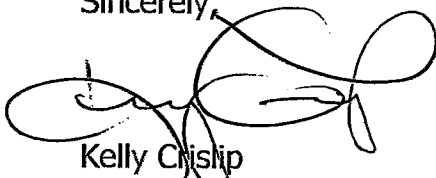
Mailed
original
12-19-07

Re: Municipality Contract 2008

Dear Ms. Ziska:

Enclosed please find the Municipality Contract for the Village of Hiram for 2008. 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 for your records.

Sincerely,



Kelly Crislip
Office Manager

Enclosure

RECEIVED NOV 14 2007

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, 2008, and shall terminate on December 31, 2008, 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 18 day of
December, 2007.

FOR THE VILLAGE:

Robert J. Summer
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:

RECEIVED APR 17 2008
RECEIVED NOV 14 2007

CONTRACT FOR COUNTY PUBLIC DEFENDER SERVICE
TO MUNICIPAL CORPORATION

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Contract for Public Defender Service
Village of Hiram, Ohio

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Village of Hiram, Ohio

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December, 2007.

FOR THE VILLAGE:

Robert J. Summer
Kay E. Ziska

FOR THE COMMISSION:

William E. Simon
Chairman

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FOR THE OHIO PUBLIC DEFENDER COMMISSION:

[Signature]

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ATTEST:

Ray E. Ziska
Fiscal Officer

Robert L. Summers
Mayor Robert Summers

I Ray E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2007-36 has been duly posted in the required 5 places.
Date 12-19-07 Ray E. Ziska
Fiscal Officer, Village of Hiram