ORDINANCE NO. 2019-127


WHEREAS, the City has received the proposed contract from the Public Defender’s office, and the contract is to take effect on January 1, 2020; 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 a majority 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, 2020 through December 31, 2020, 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 shall take effect and be in force from and after the earliest date allowed by law.

PASSED: ________________________________
Date

EFFECTIVE: ________________________________
Date

ATTEST: ________________________________
Amy Wilkens
Clerk of Council

I, AMY WILKENS, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOSE CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF RESOLUTION NO. ________________________, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON ________________________, 20______.

(SEAL)

____________________________
AMY WILKENS
CLERK OF COUNCIL
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 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 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 City’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 City shall pay to the Commission the sum of One Hundred Fifty Dollars ($150.00) 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, 2020, and
shall terminate on December 31, 2020, 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 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
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 but is not to 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.

4. Duties:

"Indigency shall be determined in conformity with all applicable standards of indigency under rule 120-1-03 of the Ohio Administrative Code and other rules and standards established by the Ohio Public Defender Commission and the Office of the Ohio Public Defender." “In addition to indigency determination, all rules, standards and guidelines issued by the office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.”
IN WITNESS WHEREOF, the parties have hereunto set their hands this ______ day of 
_________________, 2019.

FOR THE CITY:                                                     FOR THE COMMISSION:

_________________________________________                      ____________________________________
Dave Ruller, City Manager                                      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:

_________________________________________

APPROVED AS TO FORM:

_________________________________________
Hope L. Jones, Law Director  
City of Kent
CERTIFICATE OF DIRECTOR OF BUDGET AND FINANCE

It is hereby certified that the amount of ($2,000.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purposes and is in the City Treasury or in the process of collection to the credit of THE GENERAL Fund free from any obligation or certificates now outstanding.

__________________________  ________________________________
Date                      David Coffee
                          Budget and Finance Director

2019-127 Exhibit A