

**RESOLUTION R-2018-27**

**A RESOLUTION AUTHORIZING A CONTRACT WITH THE PORTAGE COUNTY PUBLIC DEFENDER FOR DEFENSE OF INDIGENT PERSONS CHARGED WITH CRIMINAL OFFENSES UNDER THE VILLAGE ORDINANCES.**

**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 Portage County Public Defender Commission for delivery of legal services and representation by the Portage County Public Defender to the Village's indigent citizens and others so situated; and

**Whereas**, the current agreement with the Portage County Public Defender will expire of its own terms on December 31, 2018.

**NOW, THEREFORE, BE IT ORDAINED**, by the Council of the Village of Windham, Portage County, Ohio, Two thirds 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 Windham Village ordinances for and during the calendar year 2019. The approved 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.

Passed in Council      First Reading, September 25, 2018  
                                    Second Reading, October 23, 2018  
                                    Third Reading, November 27, 2018

Vote of Council:      Ayes: 5  
                                    Nays: 0

\_\_\_\_\_  
Scott Garrett, Mayor

ATTEST:

\_\_\_\_\_  
Cheree Taylor, Fiscal Officer

Approved as to Form:

\_\_\_\_\_  
Thomas Reitz, Solicitor

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 Windham, 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.

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 One Hundred and 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, 2019 and shall terminate on December 31, 2019, 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.

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.”

Contract for Public Defender Service  
Village of Windham, Ohio

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

FOR THE VILLAGE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Windham, Ohio, and the Portage County Public Defender Commission is hereby approved.

FOR THE OHIO PUBLIC DEFENDER:

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