

SPONSOR: Reed / Heath

ORDINANCE NO. 20-06

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF JACKSON, OHIO, AND THE BOARD OF COMMISSIONERS OF JACKSON COUNTY, OHIO, FOR THE PROVISION OF A PUBLIC DEFENDER FOR INDIGENTS, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

Section One. The Mayor and/or City Council President is authorized to enter into an Agreement between the City of Jackson, Ohio, and the Board of Commissioners of Jackson County, Ohio, for the provision of a Public Defender for indigents. A copy of the Agreement is attached hereto as "Exhibit A" and is incorporated herein. This Agreement shall be for the period from January 1, 2006 through June 30, 2006, and shall be in an amount of Ten Thousand Six Hundred Thirty Six and No/100 Dollars (\$ 10,636.00). The payment of fees under this Agreement shall be paid from line item 110-7750-53007 (Professional Services).

Section Two. This Ordinance is hereby declared to be an emergency Ordinance necessary for the immediate preservation of the public peace, health, or safety of the City of Jackson, in that it is necessary to enter into this agreement as soon as possible in order that the amount due under this contract can be paid immediately. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

Section Three. In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

EXHIBIT "A"

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The COUNTY will contract with the Ohio Public Defender's Office to provide legal representation in Municipal Court on or after the commencement date and during the term of this agreement in which the defendant is indigent and charged with the commission of an offense or act which is a violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty, except in those matters where the Ohio Public Defender, its attorneys or designees have a conflict of interest.**
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code 120.03 and Ohio Administrative Code 120-1-03.**
- 1.3 A major purposes of this agreement is to enable the COUNTY and CITY to obtain partial reimbursement of its costs to have the Ohio Public Defender or appointed counsel in conflict situations, provide legal representation in Jackson County Municipal Court for indigent adults and juveniles charged with any violation of a CITY ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.**

2. COMPENSATION

- 2.1 The CITY agrees to pay the COUNTY as follows:

The sum of Ten Thousand Six Hundred Thirty-Six Dollars (\$10,636) which shall constitute payment for all the Ohio Public Defender services and assigned counsel services during the term of this agreement.**
- 2.2 The sum shall be paid in one lump sum upon signed approval by the COUNTY and the CITY.**
- 2.3 The COUNTY will issue an invoice with the agreement.**
- 2.4 Reimbursements for representation in the Municipal Court shall not exceed the schedule promulgated by the County under O.R.C. 120.33.**

4.3 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

5.1 This contract may not be amended orally.

5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.


Jackson County Commissioners

City of Jackson

By: 
James P. Riepenhoff, PRESIDENT

By: _____
Shane Goodman, Mayor
Date: _____

By: _____
Ed Armstrong, Member

By: 
Rick McNelly, Member

Date: JANUARY 30, 2006

State Public Defender Commission

By: _____
David H. Bodiker

Date: _____

4.3 No personnel of the parties or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

5. MODIFICATION

5.1 This contract may not be amended orally.

5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Jackson County Commissioners

City of Jackson

By: [Signature]
James P. Riepenhoff, PRESIDENT

By: [Signature]
Shane Goodman, Mayor
Date: 2/21/06

By: Ed Armstrong, Member

By: [Signature]
Rick McNelly, Member

Date: JANUARY 30, 2006

State Public Defender Commission

By: _____
David H. Bodiker
Date: _____

