Sponsor: Brown/Smith

ORDINANCE NO. 07-12

AN ORDINANCE OF THE LEGISLATIVE AUTHORITY OF THE CITY OF JACKSON AUTHORIZING THE MAYOR TO ENTER INTO THE INDIGENT DEFENSE CONTRACT WITH THE JACKSON COUNTY COMMISSIONERS SO AS TO PROVIDE LEGAL COUNSEL TO INDIGENT PERSONS CHARGED WITH VIOLATIONS OF THE JACKSON MUNICIPAL CODE FOR THE FIRST HALF OF 2012 IN AN AMOUNT OF $12,069.42.

WHEREAS, the City of Jackson, Ohio is obligated to provide legal counsel to indigent persons charged with violation of the Municipal Code, greater than a minor misdemeanor; and

WHEREAS, the Jackson County Commissioners have contracted with the Ohio Public Defenders Commission to provide counsel to indigent persons and has made arrangements for this legal counsel to provide defenses to indigent persons charged with violations of the Jackson City Code; and

WHEREAS, the contract is for the first half of 2012 beginning on January 1, 2012 and ending June 31, 2012 at a cost to the city in an amount of $12,069.42 to paid from line item 110-7750-53007 (professional services); and

WHEREAS, a copy of the agreement is attached hereto and is incorporated herein; and

NOW, THEREFORE, BE IT ORDAINED THAT THE LEGISLATIVE AUTHORITY OF THE POLITICAL SUBDIVISION OF THE CITY OF JACKSON THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO ENTER INTO THE AGREEMENT FOR INDIGENT DEFENSE SERVICES IN MUNICIPAL COURT AS ATTACHED HERETO AND TO CAUSE PAYMENT TO BE MADE IN THE AMOUNT OF $12,069.42 FROM LINE ITEM 110-7750-53007.

It is hereby found and determined that all formal actions of this Council concerning and relating to adoption of this ordinance were adopted in an open meeting of this Council and the deliberations of this Council and any of its committees that resulted in such formal action were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this 13 day of Feb, 2012.

Randall B. Caldwell
President of Council

ATTEST:

Jean Brown
Clerk of the Legislative Authority

Approved this 13th day of February, 2012.

Randy R. Heath
Mayor

AGREEMENT FOR INDIGENT DEFENSE SERVICES IN MUNICIPAL COURT
(PUBLIC DEFENDER)

This Agreement is entered into by and between the Jackson County Commissioners, with a mailing address of 275 Portsmouth Street, Jackson, Ohio 45640, (hereinafter referred to as the "COUNTY"), and the City of Jackson, with a mailing address of 145 Broadway Street, Jackson, Ohio 45640 (hereinafter referred to as the "CITY").

WHEREAS, the CITY recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty , and

WHEREAS, Jackson County had adopted a program whereby the COUNTY has contracted with the State to provide indigent defense services in the County of Jackson, and

WHEREAS, the COUNTY pursuant to Ohio Revised Code 120.14 and 120.16 may enter into a contract with a municipal corporation whereby the COUNTY may provide legal representation to indigent adults and juveniles charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the State Maximum Fee Schedule for Appointed Counsel, in conflict situations, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code 120.18, 120.33 and 120.35, and pay the CITY it's appropriate share if such has not already been calculated into the formula to determine compensation, and

WHEREAS, this Agreement has been authorized by the CITY by resolution or Ordinance #_____, passed by the CITY Council on _____, and by Resolution_____, passed by the Board of Commissioners of Jackson County on_____.

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 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 Twelve Thousand and Sixty-nine Dollars and forty-two cents ($12,069.42) which shall constitute payment for all the Ohio Public Defender services and assigned counsel 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.

2.5 The COUNTY shall promptly pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts the CITY expended pursuant to this agreement.

3. DURATION OF CONTRACT and TERMINATION

3.1 The term of this agreement shall be January 1, 2012 to June 31, 2012.

3.2 If COUNTY or CITY shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute a waiver of any other right or remedy it may have in law or in equity for breach of this agreement by the other party.

3.3 Written notice shall be considered furnished when it is sent by Certified Mail, return receipt requested or is hand delivered.

3.4 This agreement is automatically canceled, without requirement of notice, if any payment required by Section 2.1 of this agreement is not made within ten (10) business days of the date on which it is due.

4. TERMS OF AGREEMENT

4.1 Indigency and clients eligibility for representation under this agreement shall be determined under the terms of the Ohio Revised Code. Section 120.05 and, the Ohio Administrative Code.

4.2 There shall be no discrimination against any employee who is employed in the work covered by this agreement or against any application for such employment because of the race, color, religion, sex, age, handicap or national origin. This provision shall apply to, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

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 reviews 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

By: _____

Jerry Hall, President

By: _____

Ed Armstrong, Vice President

By: _____

James P. Riepenhoff, Member

Date: _____

City of Jackson

By: _____

Randy Heath, Mayor

Date: _____

State Public Defender Commission

By: _____

Timothy Young

Date: _____