

AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE AND ENTER INTO A CONTRACT WITH THE SUMMIT COUNTY PUBLIC DEFENDER'S COMMISSION, A PROVIDER OF CRIMINAL DEFENSE SERVICES, FOR THE YEAR 2017, WITHOUT THE NECESSITY OF PUBLIC BIDS; DIRECTING THE FINANCE DIRECTOR TO APPROPRIATE, ENCUMBER AND PAY FUNDS FOR SAID SERVICES AS SET FORTH HEREIN; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Stow must fund the representation of indigent defendants charged under the Codified Ordinances of Stow and prosecuted in Stow Municipal Court; and

WHEREAS, the Summit County Public Defender is a sole source provider of this service exempt from bidding pursuant to C.O.S. 173.07(a)(1)(G) and 173.07(b)(1)(A).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STOW, COUNTY OF SUMMIT AND STATE OF OHIO:

SECTION 1. That the Mayor be, and she hereby is, authorized to make and enter into a contract with the Summit County Public Defender's Office, a sole source provider of indigent criminal defense services, for the year 2017, without the necessity of public bids, for purposes of providing legal counsel to indigent persons charged with violating the Codified Ordinances of Stow.

SECTION 2. That the Finance Director be, and he hereby is, authorized and directed to make payment, on a monthly basis, pursuant to the terms and conditions of said contract attached as exhibit A and incorporated herein by reference.

SECTION 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees or subcommittees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 4. That this Ordinance was adopted pursuant to Section 4.11, Charter, and is hereby declared to be an emergency measure necessary for the immediate preservation of the public health and safety for the reason that it is fair and just to pay the Summit County Public Defender's Commission for their representation of indigent defendants as services are performed, and, pursuant to Section 4.13, Charter, shall take effect upon its adoption by Council and approval by the Mayor, otherwise at the earliest period allowed by law.

ADOPTED BY COUNCIL 9/8/16

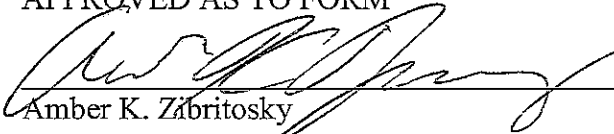
ATTEST 
Bonnie J. Emahiser
CLERK OF COUNCIL


Mike Rasor
PRESIDENT OF COUNCIL

FILED WITH MAYOR 9/12/16

APPROVED 
Sara Klein
MAYOR

FILED WITH CLERK 9/12/16

APPROVED AS TO FORM

Amber K. Zibritosky
LAW DIRECTOR

EFFECTIVE DATE 9/12/16

AGREEMENT

This Agreement made at the CITY OF STOW, Ohio on this ____ day of _____, _____, by and between the CITY OF STOW, Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance/Resolution No. _____, _____, passed by the Council of the CITY OF STOW, Ohio on the ____ day of _____, _____, hereinafter referred to as the CITY and the Summit County Public Defender's Commission, One Cascade Plaza Suite 1940, Akron, Ohio hereinafter referred to as the DEFENDER.

WITNESSETH:

WHEREAS, the CITY has entered into an agreement to obtain the services of the DEFENDER to provide legal counsel to indigent persons charged with loss of liberty offenses in its municipal jurisdiction for 2017; and

WHEREAS, pursuant to Chapter 120 of the Ohio Revised Code and Administrative Code 120-1-09 it is necessary to enter into this Agreement in order for said County to obtain reimbursement pursuant to Chapter 120 and Administrative Rule 120-1-09 of the Ohio Administrative Code.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, it is agreed between the parties as follows:

Section 1. The DEFENDER shall provide counsel in the Stow Municipal Court to persons charged with a violation of the Codified Ordinances of the CITY OF STOW, Ohio, and who meet all the following specifications:

- a. The judge has determined in accordance with Subsection D of Rule 44 of the Ohio Rules of Criminal Procedure that such person is unable to obtain legal counsel.
- b. Such person has not waived the right to counsel in accordance with Rule 43 (C) of the Ohio Rules of Criminal Procedure.

- c. The judge determines that a sentence of confinement may be imposed on such person should he be convicted.
- d. Defines "eligible person" as an individual who at the time this need is determined, to be indigent in accordance with Sections 120.05 and 120.15 of the Ohio Revised Code and Section 120-1-03 of the Ohio Administrative Code and other rules and standards established by the Ohio Public Defender and the Commission.

Section 2. The CITY shall pay to the DEFENDER a fee for the services provided in Section 1 of the Agreement of One Hundred Seventy Dollars (\$170.00) per case for all cases opened between January 1, 2017 through December 31, 2017.

a. The parties hereto agree that said representation of such indigent person shall not exceed the fee schedule in effect and adopted by Summit County, Ohio (said fee schedule currently allows payment of up to \$750.00 per case as and for a trial.)

Section 3. The DEFENDER shall send quarterly statements to the CITY certifying the number of cases completed during the preceding months.

Section 4. The Agreement shall expire on December 31, 2017.

Section 5. In the event the CITY does not renew this Agreement, the CITY agrees to pay the DEFENDER the amount of One Hundred-Seventy Dollars (\$170.00) per pending case upon the completion of said case.

Section 6. Should the DEFENDER be succeeded by a county defender organized in accordance with the Ohio Revised Code, the DEFENDER may assign its duties under this assignment and shall not be made by either party without the prior written consent of the other; provided, however, that the DEFENDER is expressly authorized to provide the services described in Section 1 through the Legal Defender Office of Summit County, Ohio Inc.

Section 7. Should the DEFENDER or any other entity receive reimbursement for the services performed by the DEFENDER, the DEFENDER shall insure the CITY receives its prorated share of such reimbursement

through credit toward the CITY's payment and/or payments, direct or indirect, to the CITY.

Section 8. The DEFENDER shall defend and hold harmless the CITY from any and all claims or liability resulting from the services performed by the DEFENDER under the contract.

Section 9. All amendments to this Agreement shall be in writing and signed by both parties.

Section 10. This contract shall be subject to the approval of the Ohio Public Defender Commission. 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, this Agreement has been executed as of the day and year first above written.

IN THE PRESENCE OF:

CITY OF STOW

Witness for Mayor/designee

_____/_____
Mayor (or designee) Date

Witness for Commission

SUMMIT COUNTY PUBLIC
DEFENDER COMMISSION

Approved as to legal form
and correctness:

_____/_____
Date

_____/_____
Law Director Date

OHIO PUBLIC DEFENDER
COMMISSIONER

_____/_____
Date

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that certificates will be furnished on payment orders issued by the _____ under this contract and that sufficient money is in the treasury under this contract and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the CITY'S obligation under this contract as authorized by Ordinance/Resolution No. _____, _____.

Director of Finance