

North Canton City Council
Ordinance, Rules and Claims Committee

Ordinance No. 75 - 2016

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract by and between the City of North Canton and the Stark County Public Defender's Office, for the purpose of providing legal counsel to indigent North Canton residents in Canton Municipal Court, for a period of one year commencing January 1, 2017 and ending December 31, 2017, and declaring the same to be an emergency.

WHEREAS, the City of North Canton desires to provide legal counsel to indigent North Canton residents in Canton Municipal Court; and


WHEREAS, the City and the Stark County Public Defender's Office wish to enter into a contract for such services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract by and between the City of North Canton and the Stark County Public Defender's Office for the purpose of providing legal counsel to indigent North Canton persons in Canton Municipal Court.
- Section 2. That the contract by and between the City of North Canton and the Stark County Public Defender's Office shall be effective for a period of one year commencing January 1, 2016 and ending December 31, 2016.
- Section 3. That the Director of Finance of the City of North Canton, Ohio, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the applicable appropriation upon receipt of vouchers duly approved by the proper departmental authority.
- Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary to provide timely legal defense services to indigent City residents and ensure there is no gap in coverage wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and the approval

by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

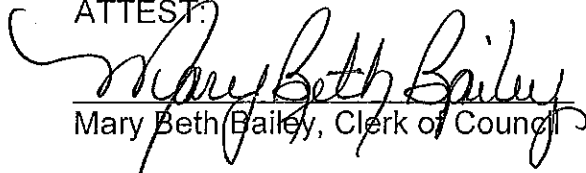
Passed in Council this 14th day of November 2016.



David Held, Mayor

Signed: 11/14, 2016

ATTEST:



Mary Beth Bailey, Clerk of Council

CONTRACT FOR MUNICIPAL ORDINANCE REPRESENTATION

This agreement is entered into by the Stark County Public Defender Commission, hereinafter the **COMMISSION**, and the City of North Canton, Ohio, hereinafter 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 loss of liberty offenses in Municipal Court; and

WHEREAS, the **CITY** in furtherance of the execution of its legal responsibilities desires that the legal services of the Public Defender Office be delivered to the **CITY**'s indigent citizens and others so situated;

NOW THEREFORE, the parties do 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, perform the services set out in the "Work Plan" explained in Item 9, herein.

2. Compensation

The **CITY** shall pay to the **Commission** a fee of \$200 per City of North Canton Ordinance case assigned to the Stark County Public Defender Office.

Payments shall be made in the following manner:

The **COMMISSION** will bill the **CITY** four (4) times per year (March 31, June 30, September 30, December 31) for the amount of City of North Canton Ordinance cases assigned to the Public Defender Office during that quarter. Payments shall be made by the **CITY** to the **COMMISSION** within thirty (30) days of the date of the invoice, then interest shall accrue at the rate of ten per cent (10%) (per annum). The interest shall accrue beginning with the first day after the thirty (30) day period and continue to be calculated on any unpaid balance until full payment is received. The formula for computation of any interest shall be the same as that in the 1990-91 contract and is incorporated herein by reference.

3. Term of Service

The duration of this contract shall be for the period commencing January 1, 2016 and shall terminate December 31, 2016 with an option to renew this contract for a period of one (1) year, commencing January 1, 2017 and terminating December 31, 2017.

4. 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 unreasonably withheld.

Code. It is understood by both parties that the representation presently provided to indigents charged under the Ohio Revised Code will be continued by the Stark County Public Defender Office and is in no way affected by this Agreement.

10 . Determination of Indigency

The Standards of Indigency and other rules and standards as established by the Ohio Public Defender Commission and the State Public Defender shall be used in determining an individual's indigent status and the appointment of the services of the Public Defender shall be in conformity with those standards.

11. Upon a thirty (30) day written notice either party may re-negotiate the contract or accompanying "Work Plan" quarterly for good cause.

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

CITY OF NORTH CANTON, OHIO

STARK COUNTY PUBLIC DEFENDER COMMISSION

BY _____

BY _____

TITLE _____

TITLE _____

WITNESS _____

WITNESS _____

DATE _____

DATE _____

APPROVE AS TO FORM:

OHIO PUBLIC DEFENDER COMMISSION

BY _____

TITLE _____

DATE _____