

COUNCIL AS A WHOLE

Blank
Liming
Bond
McGrail
Moseley
Radtka

ORDINANCE NO. 5-2026

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF THE PUBLIC DEFENDER OF TRUMBULL COUNTY, OHIO, TO REPRESENT INDIGENT MISDEMEANANTS CHARGED WITH VIOLATION OF LORDSTOWN VILLAGE ORDINANCES COMMENCING JAUARY 1, 2026 AND ENDING DECEMBER 31, 2026 AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

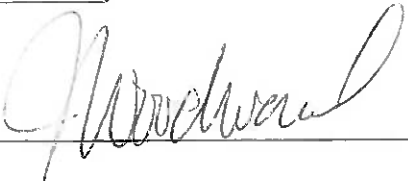
Section I: That the Mayor and Clerk are hereby authorized and directed to enter into a contract with the office of the Ohio Public Defender of Trumbull County, Ohio, a copy of which is attached hereto as **Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Ordinance, to provide representation for indigent misdemeanants charged with violation of Lordstown Village Ordinances for a one (1) year period commencing January 1, 2026 and ending December 31, 2026.


Section II: That payment for said services shall be Five Hundred and 00/100 Dollars (\$500.00) and shall be charged to the 101.181.52234 Prosecutor Account of the General Fund.

Section III: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety, and welfare and for the further reason that this Ordinance must be implemented retroactively to January 1, 2026.

Section IV: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 2 day of February, 2026.


_____, Mayor


_____, Clerk

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN MUNICIPAL COURT
(Public Defender)**

This Agreement is entered into by and between the Trumbull County Commissioners, with a mailing address of 160 High Street N.W., (hereinafter referred to as the "COUNTY"), and the **village of Lordstown**, with a mailing address of 1455 Salt Springs Road, S.W., Lordstown, Ohio 44481 (hereinafter referred to as the "VILLAGE").

WHEREAS, the VILLAGE 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 Village ordinance for which the penalty or any possible adjudication includes the potential loss of liberty.

WHEREAS, Trumbull County has adopted a program whereby the County Commissioners have contracted with the State to provide indigent defense services in the County of Trumbull.

WHEREAS, the County Commissioners pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides 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.

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 COUNTY 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.

WHEREAS, this Agreement has been authorized by the VILLAGE by Res. /Ord. # 5-2026, passed by the Lordstown VILLAGE Council on Feb 2, 2026, and by Resolution # _____, passed by the Board of Commissioners of Trumbull County on _____.

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

1. REPRESENTATION

1.1 The COUNTY, on behalf of the VILLAGE, agrees to provide legal representation in Municipal Court on or after the commencement date and during the term of this agreement in cases where the defendant is indigent and charged with any violation of a CITY ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.

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.

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.

1.3 A major purposes of this agreement is to enable the COUNTY and VILLAGE to obtain partial reimbursement of its costs to have the State Public Defender or appointed counsel in conflict situations, provide legal representation in the Municipal Court for indigent adults charged with any violation of a VILLAGE 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 sum of Five Hundred Dollars (\$ 500.00) which shall constitute full and complete payment for all the Public Defender counsel services during the term of this agreement.
- 2.2 The sum shall be paid in annual/quarterly/monthly payments of \$ 500.00 dollars on the following dates: _____;
- 2.3 Amounts paid by the Municipality for representation of such indigent persons, whether by a contractual amount of fee schedule, shall not exceed the fee schedule in effect and adopted by the County Commissioners.

3. DURATION OF CONTRACT and TERMINATION

- 3.1 The term of this agreement shall be for one year, from January 1, 2026 to December 31, 2026. *This contract may be renewed for an additional one-year term, i.e.: 2027, upon proper resolution of each entity agreeing to the one-year extension and proper appropriation of funding for the new year. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad Street, Suite 1400, Columbus, Ohio 43215).*
- 3.2 If COUNTY or VILLAGE 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 of such termination and specifying an effective date thereof, which shall be at least thirty (30) days after such notice. 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 2.2 of this agreement is not made within 45 business days of the date on which it is due.

4. TERMS OF AGREEMENT

- 4.1 Indigency and client eligibility for representation under this agreement shall be determined under the terms of 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 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.

4.4 The COUNTY and VILLAGE certify that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. 3517.13, or are executed, relative to campaign contributions.


5. MODIFICATION

5.1 This contract may not be amended orally.

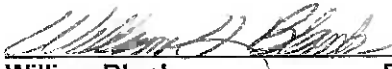
5.2 This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

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

VILLAGE OF LORDSTOWN



Jackie Woodward Date
Mayor



William Blank Date
Village Clerk

TRUMBULL COUNTY COMMISSIONERS

Denny Malloy Date
County Commissioner

Tony Bernard Date
County Commissioner

Rick Hernandez Date
County Commissioner