



Introduced: 05/15/2017
Revised:
Adopted:

CITY OF PATASKALA

RESOLUTION 2017-002

Passed

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH THE LICKING COUNTY BOARD OF COMMISSIONERS FOR REIMBURSEMENT OF LEGAL COUNSEL FOR INDIGENT DEFENDANTS FOR THE CITY OF PATASKALA, LICKING COUNTY, OHIO.

WHEREAS, this agreement (Exhibit A) is entered into by and between the Licking County Commissioners, with a mailing address of 20 South Second Street, Newark, Ohio 43055, hereinafter referred to as the “County” and the City of Pataskala, with a mailing address of 621 West Broad Street, Pataskala, Ohio 43062, hereinafter referred to as the “City”; and

WHEREAS, the City of Pataskala recognizes its responsibility under the laws of the State of Ohio and 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, the County has adopted a program for this Municipality, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and have been charged with a municipal code violation; and

WHEREAS, the County Commissioners pursuant to ORC 120.33, may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and;

WHEREAS, these contracts must contain terms in conformance with the Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the County to obtain reimbursement for indigent defense costs pursuant to ORC 120.33 and 120.35, and pay the City its appropriate share.

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF ITS MEMBERS CONCURRING THAT:

Section 1. The City Administrator is hereby authorized to enter into a contract with the Licking County Board of Commissioners for legal representation of indigent persons in Licking County Municipal Court who are charged with a violation of any ordinance of the City for which the penalty or any possible adjudication includes potential loss of liberty.

Section 2. Pursuant to Section 5 of the Contract for Legal Representation of Indigent Persons, adopted on August 20, 2007 by Resolution 2007-3797 and as re-enacted by Resolutions in subsequent years including Resolution No. 2015-068 in December of 2015, the terms of contract shall be extended for the period of January 1, 2017 and ending December 31, 2017 upon mutual consent of the parties, and proper appropriation of funding.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

Section 4. This Resolution shall become effective upon the earliest date allowed by the laws of the State of Ohio and the Charter of the City of Pataskala.

ATTEST:

Kathy M. Hoskinson, Clerk

Michael W. Compton, Mayor

APPROVED AS TO FORM:

Brian M. Zets, Law Director

Exhibit A

IN THE MATTER OF ENTERING INTO AN AGREEMENT FOR INDIGENT DEFENSE SERVICES IN MUNICIPAL COURT WITH THE LICKING COUNTY COMMISSIONERS AND THE CITY OF PATASKALA

Whereas: this Agreement is entered into by and between the Licking County Commissioners, with a mailing address of 20 South Second Street, Newark, Ohio 43055, hereinafter referred to as the "COUNTY" and the City/Village _____, with a mailing address of _____, hereinafter referred to as the "CITY/VILLAGE"); and,

Whereas: the CITY/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 CITY/VILLAGE ordinance for which the penalty or any possible adjudication includes the potential loss of liberty; and,

Whereas: the COUNTY has adopted a program for this Municipality, whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and have been charged with a municipal code violation; and,

Whereas: the County Commissioners pursuant to ORC 120.33, may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation; 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 limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to ORC 120.33 and 120.35, and pay the CITY its appropriate share; and,

Whereas, this Agreement has been authorized by the CITY/VILLAGE _____ by Res./Ord. _____ passed by the CITY/VILLAGE Council on _____, and by Resolution # _____, passed by the Board of Commissioners of Licking County on _____; NOW, THEREFORE,

The Parties do mutually agree to bind themselves as follows:

1. REPRESENTATION

- 1.1 The CITY/VILLAGE _____ and Licking County agree that the judges of the municipal court may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons 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/VILLAGE 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. The Parties also agree to follow all the other rules and guidelines of the Ohio Public Defender in order to qualify for reimbursement.

2. COMPENSATION

- 2.1 Pursuant to ORC 120.33 and aforesaid resolutions, Licking County shall pay all legal fees and expenses to counsel duly appointed by the Municipal Court of Licking County, Ohio, to represent indigent persons charged with violations of the ordinance of the CITY/VILLAGE _____.
- 2.2 Payment by the municipality for representation of indigent persons may be by contractual amount or a fee schedule, however in either event such payment shall not exceed the fee schedule in effect and adopted by the County Commissioners of the county wherein the municipal corporation is located.
- 2.3 The CITY/VILLAGE _____ agrees to reimburse the COUNTY for all legal fees and expenses which are paid by the COUNTY according to 2.1 above within thirty (30) days of receipt of an invoice for such fees and expenses.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1 The term of this agreement shall be for one (1) year, January 1, 2017 to December 31, 2017 with the option for renewal for additional one year terms upon proper resolution of each entity agreeing to the one year extension and proper appropriation of funding for the new year.
- 3.2 If the 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 of 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 30 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 in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.
- 4.2 As soon as is reasonably practical after a case is finally disposed of by the Municipal Court, the Court shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case. In only exceptional circumstances shall the court approve attorney's fees in excess of the schedule established by the COUNTY,
- 4.3 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the Court, the Licking County Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.4 After approval, the COUNTY Auditor shall thereafter, process the fees and expenses approved by the Court in accordance with the procedure set forth in Ohio Revised Code 120.33.
- 4.5 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.
- 4.6 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:

City/Village

County Commissioner

Date

County Commissioner

County Commissioner

Date

APPROVED BY:

Timothy Young, Ohio Public Defender