



**BOARD OF COUNTY
COMMISSIONERS**

Bill Rufenacht
Jon Rupp
Jeff Rupp

ADMINISTRATOR

Vond T. Hall

CLERK

Teri Suarez

ASSISTANT CLERK

Jessica Schuette

152 South Fulton St.
Suite 270
Wauseon, Ohio
43567-3309

Ph. (419) 337-9255
Fax (419) 337-9285

OFFICE HOURS:

Monday – Friday
8:30 a.m. – 4:30 p.m.

SESSIONS:

Tuesday and Thursday
Beginning at 9:00 a.m.

October 26, 2017

City of Wauseon
230 Clinton Street
Wauseon, Ohio 43567

Re: 2018 Indigent Defense Contracts

Council:

Enclosed please find three (3) copies of the 2018 Indigent Defense Contracts. I ask that after review and vote please send all three copies as well as the authorizing legislation back to me so that the process can continue.

I understand that there are usually three required readings for these types of documents and I ask that you please do what you can to have them expedited.

Sincerely,

Teri Suarez
tsuarez@fultoncountyoh.com

AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN COUNTY COURT
(ASSIGNED COUNSEL)

This Agreement is entered into by and between the Fulton County Board of Commissioners, with a mailing address of 152 South Fulton Street, Wauseon, Ohio 43567 (hereinafter referred to as the "BOARD" or "COUNTY"), and the CITY of Wauseon, with a mailing address of 230 Clinton Street, Wauseon, Ohio 43567 (hereinafter referred to as "the CITY" or "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 municipal ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the BOARD has adopted a program for this CITY whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and

WHEREAS, the BOARD pursuant to Ohio Revised Code 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 Ohio Revised Code 120.33 and 120.35, and

WHEREAS, this Agreement has been authorized by the CITY by Resolution/Ordinance # 2017-27 passed by the CITY Council on November 2, 2017 and by Resolution # _____, passed by the BOARD on _____

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

1. REPRESENTATION

- 1.1. The CITY and COUNTY agree that the Judge of Fulton County Court, Western District, hereinafter referred to as the "COUNTY COURT" or "COURT" may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons in County 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 municipal 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.

2. COMPENSATION

- 2.1. Pursuant to Ohio Revised Code 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the COURT, to represent indigent persons charged with violations of the ordinances of the CITY which carry the potential for incarceration. In consideration of the County paying all indigent defense expenses as stated above, the County shall keep any and all reimbursements from any source including but not limited to the Office of the State of Ohio Public Defender.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1. In accordance with Ohio Administrative Code 120-1-09(B), the term of this agreement shall be for one (1) year, January 1, 2018 to December 31, 2018, and may be renewed for additional year terms. This Agreement may be renewed for additional one (1) year terms upon proper resolution consenting to the one year extension and conditioned upon proper appropriation of funding by the respective party's legislative authority. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad St., Suite 1400, Columbus, Ohio 43215.
- 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 canceled with thirty (30) day written notice from either party.

4. TERMS OF AGREEMENT

4.1. Indignity and client eligibility for representation under this agreement shall be determined in conformity with the standards of indignity 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 COURT, the COURT shall approve counsel fees in accordance with the standards of indignity, 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. 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.

4.4. 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, creed, color, religion, sex, age, handicap, disability, military status 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, an selection for training, including apprenticeship. The COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

4.5. 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.

4.6. All rules, standards and guidelines issued by the Ohio Public Defender Commission and the Ohio Public Defender will be followed.

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 of Wauseon

THE FULTON COUNTY BOARD OF COMMISSIONERS

Kathleen
CITY DATE 1/9/18

BOARD PRESIDENT DATE

[Signature]
CITY DATE 1/30/18

VICE PRESIDENT DATE

CITY DATE

COMMISSIONER DATE

Approved by:

Timothy Young
Ohio Public Defender DATE

#220232