

**CONTRACT FOR LEGAL REPRESENTATION
OF INDIGENT PERSONS**

This agreement is entered into this 1st day of January, 2015, by and between the Board of County Commissioners of Licking County, 20 South Second Street, Newark, Ohio 43055, hereinafter "COUNTY", and the VILLAGE of Granville, Ohio, hereinafter, "VILLAGE".

WHEREAS, VILLAGE 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 any violation of an ordinance of VILLAGE, for which the penalty includes potential loss of liberty; and

WHEREAS, VILLAGE, in furtherance of the execution of its legal responsibilities, desires that legal services be delivered to indigent adults and juveniles charged with any violation of an ordinance of VILLAGE, and for which the penalty or any possible adjudication includes the potential loss of liberty; and

WHEREAS, COUNTY has adopted a resolution containing those provisions which it considers necessary to provide effective representation and provisions for contracts with municipal corporations under which the municipal corporation shall reimburse COUNTY for counsel appointed to represent indigent adults and juveniles charged with any violation of an ordinance for which the penalty or any possible adjudication includes potential loss of liberty; and

WHEREAS, execution of this agreement has been authorized by VILLAGE and COUNTY, respectively, by enactment of Resolution No. 2014-41 on December 5, 2014.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree to be bound as follows:

1. It is understood and agreed that the sole purpose of this agreement is to enable VILLAGE to obtain partial reimbursement for indigent counsel fees for counsel appointed by the Licking County Municipal Court for indigent adults and juveniles charged with any violation of an ordinance of VILLAGE for which the penalty or any possible adjudication includes potential loss of liberty. It is not the intent of this agreement to have COUNTY subsidize or otherwise pay indigent counsel fees for violations of a VILLAGE ordinance.

Therefore, COUNTY has established and currently maintains a special fund, out of which those indigent counsel fees properly ascribable to VILLAGE, as hereinafter provided, shall be paid. Reimbursements from the State Public Defender shall be paid into this fund.

Thereafter, and from time to time, the County Auditor shall notify the VILLAGE Auditor when the funds available for payment of indigent counsel fees are low and a replenishment of the fund shall be necessary and a report of such expenditures shall be provided to VILLAGE at that time. In no event shall this agreement be construed to obligate COUNTY to pay indigent counsel fees certified to COUNTY by the Municipal Court for representation of indigent adults and juveniles who are charged with a violation

of a VILLAGE ordinance, where there are insufficient VILLAGE funds in the above-described fund to cover the fees and costs involved.

2. A Judge of the Licking County Municipal Court may assign by journal entry, recorded on the Court's docket, appointed counsel to represent indigent adults and juveniles engaged in the legal proceedings described above.

Indigence shall be determined in accordance with the standards of indigence and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender. Such rules have been adopted by the Commission pursuant to Ohio Revised Code Section 120-1-03.

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 indigence, which fees shall not be taxed as part of the costs of the case. The amounts approved shall not exceed the Licking County Indigent Fee Schedule adopted by the Board of County Commissioners on November 24, 2003 and most recently amended January 13, 2005.

After approval by the Board, 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 Section 120.33.

3. The Board recognizes that any reimbursement received from the Ohio Public Defender Commission, attributable to the defense of a VILLAGE ordinance, is the property of VILLAGE, and said reimbursements shall be paid into the special fund and to no other fund. When requesting replenishment of the fund, the County Auditor shall provide a statement for VILLAGE, which properly sets forth disbursements from the fund and money paid into the fund.

4. The primary term of this agreement shall be one year commencing on January 1, 2015, and ending December 31, 2015. This agreement may be extended for one or more renewal terms, each one year in duration, upon mutual consent of the parties at the expiration of each successive one-year term, and proper appropriation of funding.

5. COUNTY shall not assign this agreement without the prior written consent of VILLAGE which consent shall not be unreasonably withheld.

6. If COUNTY shall fail to fulfill in reasonable, timely and proper manner its obligations under the Agreement, or if COUNTY shall substantially violate any of the covenants, agreements, or stipulations of this agreement, the VILLAGE shall thereupon have the right to terminate this agreement by giving written notice to COUNTY of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by VILLAGE 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 COUNTY.

7. This agreement may be amended only by mutual written consent of COUNTY and VILLAGE.

8. 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 race, color, religion, sex 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. COUNTY shall insert a similar provision in any subcontract for services covered by this agreement.

9. COUNTY covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this agreement. No members of, or delegates to, the Congress of the United States of America and no resident commissioner shall share in any part thereof or any benefits to arise therefrom.

IN WITNESS WHEREOF, the parties hereunto set their hands.

COUNTY

VILLAGE

Steve Stilwell, Village Manager

APPROVED BY STATE PUBLIC DEFENDER
