

**VILLAGE OF CHAUNCEY  
RESOLUTION NO. 2013-9**

**A RESOLUTION APPROVING PUBLIC DEFENDER CONTRACT.**

**BE IT Resolved** by the Council of the Village of Chauncey, State of Ohio, that:

Section One: The Mayor, Fiscal Officer and Solicitor are authorized to execute the Public Defender Contract for current fiscal year of 2013.

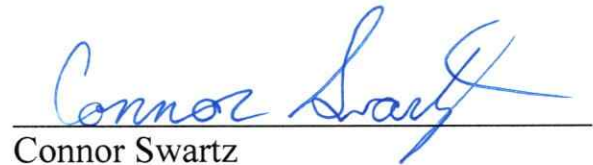
Section Two: This Resolution is necessary for the preservation of constitutional rights of accused persons and will take effect immediately.

**PASSED** this 3<sup>rd</sup> day of September, 2013.

ATTEST:

ATTEST:

  
\_\_\_\_\_  
Joe Canter  
Council President

  
\_\_\_\_\_  
Connor Swartz  
Fiscal Officer

APPROVED AS TO FORM:

ACKNOWLEDGED:

  
\_\_\_\_\_  
Robert J. Shostak, Esq.  
Solicitor

  
\_\_\_\_\_  
Robert Matthey  
Mayor

First Reading: September 3<sup>rd</sup>, 2013

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

# Athens County Commissioners



Charlie Adkins  
cadkins@athensoh.org  
Chris Chmiel  
cchmiel@athensoh.org  
Lenny Eliason, MPA  
leliason@athensoh.org

15 South Court St.  
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(740) 592-3219  
Visit us at our website:  
co.athensoh.org

JoAnn Sikorski  
Clerk/Admin. Assistant  
jsikorski@athensoh.org  
Telephone (740) 592-3292  
Fax (740) 594-8010

July 30, 2013

Enclosed are two copies of the contract between Athens County and your village/city for providing legal representation of indigent persons through December 31, 2013, the Ohio Public Defenders Office has requested that we change our contract date to end on a calendar year. Therefore, I will be forwarding an amendment in December of this year to cover the remaining six months of this agreement.

We have updated the charges to the cities and villages to reflect any increase/decrease in the Ohio Public Defender's contract to the county. The enclosed contract for July 2013 through December 2013, does coincide with the state fiscal year and will run one full year term.

Please sign and return **all** of the executed contracts to my attention as soon as possible. The Ohio Public Defenders office has requested we have all parties execute the contracts before forwarding them to the Public Defenders office for approval. I will forward a completed copy to your village/city when I receive them from the State. **Without the fully executed contract your village will not receive representation.**

If you have any questions regarding these changes, please call me. If you have an email address you would like to use for further correspondence, please email me at [jsikorski@athensoh.org](mailto:jsikorski@athensoh.org)

Thank you for your cooperation.

Sincerely,

JoAnn Sikorski, Clerk  
encl.



## AGREEMENT

THIS AGREEMENT, made and entered into at Athens, Ohio this 1st day of July, 2013, by and between Athens County, hereinafter referred to as "County", and the Village of Chauncey, Ohio hereinafter referred to as "Village".

WHEREAS, the parties desire to continue to provide legal representation for indigent persons who are charged with violations of City/Village ordinances, or violations of the Ohio Revised Code occurring within the municipality pursuant to Section 120.14(E) of the Ohio Revised Code; and

WHEREAS, the Village/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 Village/City ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the parties desire to contract for the provision of indigent legal services from July 1, 2013 through December 31, 2013 in order to accommodate the State of Ohio fiscal year; versus the County calendar year budget process

WHEREAS, County has reviewed the experience with City/Village and has agreed to provide representation for the above referenced six month term for ½ the annual rate of \$1,805.24; which equals \$902.62 and WHEREAS, City/Village has reviewed said amount and found it to be reasonable;

NOW, THEREFORE, in consideration of the promises and the mutual promises and agreements hereinafter set forth, it is hereby agreed as follows:

1. City/Village agrees to pay County one half the annual amount of \$1,805.24, which equals \$902.62 said amount representing the amount reasonably necessary to provide representation for the above term in two quarterly (2) installments of \$451.31 each, payable on the first day of the quarter.
2. In consideration thereof, County agrees to provide legal counsel and representation from July 1, 2013 through December 31, 2013 for those (indigent persons who are charged with violations of City ordinances or violations of the Ohio Revised Code occurring within the municipality and who qualify for the same pursuant to eligibility guidelines; and representation and indigency shall conform with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and State Public Defender.
3. County further agrees to provide annual reports, if requested, to the City indicating the number and type of cases for which the County has provided representation, and further agrees to provide such other operating information as may be required by the City/Village.

4. Whether payment by the municipal corporation for representation of such indigent persons is by contractual amount or fee schedule, said compensation shall not exceed the fee schedule in effect and adopted by the County Commissioners of the county wherein the municipal corporation is located.


5. This agreement may be renewed or extended for additional six month terms with all clauses being incorporated by references within this agreement except the amount of each quarterly payment may be increased. Proper resolution by the parties and appropriation of funding must be made for any extension and copies must be forwarded to the Ohio Public Defender's Office. In the event that the agreement with the Ohio Public Defender's Office and the county is terminated or amended, the city or village, as appropriate, would be notified and adjustments would be made to this contract as negotiated between the county and the city or village where appropriate. Any adjustment must be in compensation only for the above described extension process to apply, otherwise new contracts will be required.

6. All other terms and conditions of this Agreement shall remain in full force and effect and will be incorporated in any extension resolution or appropriation of funding.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first above written.

ATHENS COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Lenny Eliason, President

  
\_\_\_\_\_  
Chris Chmiel

  
\_\_\_\_\_  
Charlie Adkins

APPROVED AS TO FORM

  
\_\_\_\_\_  
Keller J. Blackburn  
Athens County Prosecuting Attorney

VILLAGE OF CHAUNCEY

  
\_\_\_\_\_  
Robert Matthey, Mayor

  
\_\_\_\_\_  
Robert J. Shostak  
Village Solicitor

\_\_\_\_\_  
Timothy Young, State Public Defender

**CERTIFICATION OF VILLAGE CLERK**  
**AS TO POSTING OF RESOLUTIONS**

The foregoing is a true copy of the original Resolution No. 2013-9

Publication of this Resolution was made by posting a copy of the same in the following five locations within the Village, beginning on September 24, 2013, and concluding on October 9, 2013 (at least 15 days later):

<b>Location</b>	<b>Date Posted</b>
<u>Town Hall</u>	<u>9-24-13</u>
<u>Post Office</u>	<u>9-24-13</u>
<u>Cee Dee's Mart</u>	<u>9-24-13</u>
<u>Library</u>	<u>9-24-13</u>
<u>T's Quik Stop</u>	<u>9-24-13</u>

Date: 9/24/13

Attest:  
Connor Swartz  
Village Fiscal Officer