

Village of Chauncey  
State of Ohio  
Resolution No. 2017-4

**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 2017.


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

**PASSED** this 15<sup>th</sup> day of February, 2017.

ATTEST:


ATTEST:


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

  
\_\_\_\_\_  
Leslie Nicholson  
Fiscal Officer

APPROVED AS TO FORM:

ACKNOWLEDGED:

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

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

First Reading: \_\_\_\_\_

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

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

**CERTIFICATION OF FISCAL OFFICER AS TO  
POSTING OF RESOLUTION**


The foregoing is a true copy of the original Resolution No. 2017-4.

Publication of this Resolution was made by posting a copy of the same in the following five locations within the Village, beginning on February 16, 2017, and concluding on March 3, 2017, (at least 15 days later):

Location	Date Posted:
Village Hall	<u>02/16/2017</u>
T's Quick Stop	<u>02/16/2017</u>
Cee Dee	<u>02/16/2017</u>
Post Office	<u>02/16/2017</u>
Library	<u>02/16/2017</u>

ATTEST:

Date: 02/16/17



Leslie Nicholson  
Fiscal Officer

## AGREEMENT

THIS AGREEMENT, made and entered into at Athens, Ohio this 1st day of July, 2017, 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, 2017 through December 31, 2017 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 \$2,119.30; which equals \$1059.65 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 \$2,119.30, which equals \$1059.65 said amount representing the amount reasonably necessary to provide representation for the above term in two quarterly (2) installments of \$529.83 each, payable on the first day of the quarter.
2. In consideration thereof, County agrees to provide legal counsel and representation from July 1, 2017 through December 31, 2017 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 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."

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

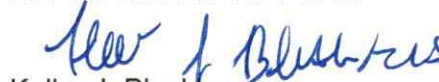
ATHENS COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Lenny Elison, President

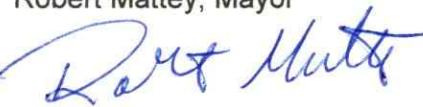
  
\_\_\_\_\_  
Chris Chmiel


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

APPROVED AS TO FORM

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

VILLAGE OF CHAUNCEY

Robert Matthey, Mayor  


Robert J. Shostak  
Village Solicitor  
  
approved as to form

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

**ADDENDUM**

The parties herein, being Athens County, herein after referred to as County, and the Village of Chauncey previously entered into an agreement on the 1<sup>st</sup> day of July, 2017, for the provision of legal counsel to indigent defendants. The parties, pursuant to Paragraph 5 of that agreement, hereby mutually extend the agreement to provide legal representation for indigent person from December 31, 2017, through June 30, 2018. All the terms of the agreement signed between the parties of July 1, 2017, shall remain in full force and effect and are incorporated herein.

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

ATHENS COUNTY COMMISSIONERS

***ABSENT***

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

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

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

APPROVED AS TO FORM

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

VILLAGE OF CHAUNCEY

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

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

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