

RESOLUTION 91-05

Passed: 2-25-91

A RESOLUTION TO AUTHORIZE MAYOR AND CLERK TO ENTER INTO AGREEMENT WITH THE LICKING COUNTY COMMISSIONERS FOR REIMBURSEMENT OF LEGAL COUNSEL FOR INDIGENT DEFENDANTS FOR THE VILLAGE OF BUCKEYE LAKE, OHIO, AND TO DECLARE AN EMERGENCY

WHEREAS, in circumstances where a person is charged with a violation of an ordinance of the Village of Buckeye Lake, and that person requests appointed counsel, if the defendant is indigent, the Municipal Court will appoint an attorney to provide his defense; and

WHEREAS, if there is no agreement between the Village of Buckeye Lake and the County regarding reimbursement of the counsel appointed for the defendant, Licking County is unable and prohibited from reimbursing such attorney,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BUCKEYE LAKE, TWO THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING THAT:


SECTION ONE: The Mayor and the Clerk are authorized to enter into an agreement with the Licking County Board of Commissioners to provide for the Village of Buckeye Lake to contribute partial reimbursement for indigent counsel fees for counsel appointed by the Licking County Municipal Court for indigents charged with violations of municipal ordinances constituting serious offenses and certain post conviction proceedings.

SECTION TWO: Village Council shall allocate up to \$500.00 for the initial contribution for such agreement.

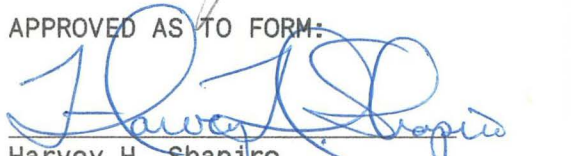
SECTION THREE: This resolution is declared to be an emergency measure necessary for the general health, safety and welfare of the citizens of the Village of Buckeye Lake and shall become effective upon its passage of two-thirds (2/3) of the members elected by the Council concurring; and if the vote of the Council is not sufficient to pass this as an emergency measure, shall become effective from and after the earliest period allowed by law.

ATTEST:


Clerk-Treasurer


Mayor

APPROVED AS TO FORM:


Harvey H. Shapiro
Solicitor - Village of Buckeye Lake

AN AGREEMENT BETWEEN THE VILLAGE OF BUCKEYE LAKE AND THE
LICKING COUNTY COMMISSIONERS REGARDING INDIGENT FEES

This AGREEMENT entered into between the Licking County Commissioners, hereinafter called the "Commission", and the Village of Buckeye Lake, Ohio, hereinafter called the "Village";

WHEREAS, the 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 serious offenses and those post conviction proceedings set out in Ohio Revised Code Section 120.16(A) in the Licking County Municipal Court; and

WHEREAS, the Village, in furtherance of the execution of its legal responsibilities, desires that legal services be delivered to indigent Citizens charged with serious offenses of Village Ordinances and those post conviction proceedings set out in O.R.C. Section 120.16(A); and

WHEREAS, the Commission has heretofore passed a resolution containing those provisions which the Commission considers necessary to provide effective representation therefor and provisions for contracts with municipal corporations under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with violations of the ordinances of the municipal corporation, but only for violation of sections constituting serious offenses as defined by the Ohio Rules of Criminal Procedure; and

WHEREAS, this Agreement has been authorized by Resolution No. 91-05, adopted by the Village of Buckeye Lake Council on February 25, 1991, and by Resolution No. 4-322, passed by the Board of Commissioners of Licking County on February 28, 1991.

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

1. It is understood and agreed that the sole purpose of this Agreement is to enable the Village of Buckeye Lake to obtain partial reimbursement for indigent counsel fees for counsel appointed by the Licking County Municipal Court for indigents charged with violations of municipal ordinances constituting serious offenses and certain post conviction proceedings set forth in Section 120.16(A) O.R.C. It is not the intent of this Agreement to

have the County subsidize or otherwise pay the Village's indigent counsel fees. To that end, the Village shall pay to the Commission the sum of One Hundred (\$ 100.00) Dollars which sum shall be held in a special fund by the County Auditor. Those indigent counsel fees properly ascribable to the Village as hereinafter provided shall be paid from this fund. Reimbursements from the State Public Defender shall be paid into this fund. Thereafter and from time to time, the County Auditor shall notify the City 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 the Village at that time. In no event shall this Agreement be construed to obligate the County to pay indigent counsel fees certified to the Commission by the Municipal Court for representation of "municipal defendants" where there are insufficient City funds in the above described fund to cover the fees and costs involved.

2. Thereafter and from time to time, the judges of the Licking County Municipal Court may sign a journal entry recorded on the Court's docket appoint counsel to represent indigent defendants engaged in the hereinbefore described legal proceedings. As soon as is reasonably practical after a case is finally disposed of by the Municipal Court, the Court shall, if found appropriate in all respects, approve counsel fees which fees shall not be taxed as part of the costs of the case. In no event shall the Municipal Court approved attorney's fees in excess of the fee schedule established by the Commission.

3. Recognizing that requests for reimbursements must be received by the State Public Defender within 90 days after the end of the calendar month in which a case is finally disposed of the Court, the Licking County Municipal Court's Statistical Clerk shall forthwith notify the Commission of the fees which have been approved. After approval by the County Commissioners, the County Auditor shall thereafter process the fees and expenses approved by the Court in accordance with the procedure set forth in O.R.C. Section 120.33.

4. The County recognizes that any reimbursement received from the Ohio

Public Defender Commission is the property of the Village of Buckeye Lake and said reimbursements shall be paid into this special fund and to no other fund. When requesting replenishment of the fund the County Auditor shall provide a statement to the Village of Buckeye Lake which properly sets forth disbursements made from the fund and money received by this fund.

5. The duration of this Agreement shall commence on January 1, 1991 and shall terminate on December 31, 1992.

6. The Commission shall not assign all or any part of this Agreement without the prior written consent of the Village, which consent shall not be unreasonably withheld.

7. If the Commission shall fail to fulfill in reasonable time and proper manner its obligations under this Agreement, or if the Commission 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 the Commission of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by the Village shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of this Agreement by the Commission.

8. All amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

9. 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 or national origin. This provision shall apply to, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The Commission shall insert a similar provision in any sub-contract for services covered by this Agreement.

10. Commission covenants that it presently has no interest and shall not acquire any interest, direct and indirect, which would conflict in any manner with the performance of services required under this Agreement. No members of, nor 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 herefrom.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28th day of February, 1991.

WITNESSES:

LICKING COUNTY COMMISSIONERS

Maurice Smith

By: _____

By: *Albert Ashbrook*

By: *Donald Hill*

VILLAGE OF BUCKEYE LAKE

ATTEST:

By: *James F. Barber*
Mayor

Antoinette Yarmon
Clerk

APPROVED BY STATE PUBLIC DEFENDER

Donald R. ...

Approved as to form:

Harvey H. Shapiro
Harvey H. Shapiro, Solicitor
Village of Buckeye Lake

RESOLUTION

IN THE MATTER OF ENTERING INTO A CONTRACT WITH THE VILLAGE OF BUCKEYE LAKE FOR
INDIGENT COUNSEL FEES

BE IT RESOLVED by the Board of County Commissioners, County of Licking, State of Ohio:

That we do hereby enter into an agreement to enable the Village of Buckeye Lake to obtain partial reimbursement for indigent counsel appointed by the Licking County Municipal Court for indigents charged with violations of municipal ordinances constituting serious offenses and certain post conviction proceedings set forth in Section 120.16 (A) O.R.C. as per attached contract and will be in effect on an annual basis starting January 1, 1991 through December 1, 1991 and will continue automatically until said Village notifies the County in writing of its termination.

RESOLUTION

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IN THE MATTER OF CONTINUING AGREEMENTS WITH CITIES/VILLAGES FOR INDIGENT FEE REIMBURSEMENT

BE IT RESOLVED by the Board of County Commissioners, County of Licking, State of Ohio:

That we do hereby continue our agreements with the following villages/cities for indigent Counsel fee reimbursement as required by ORC 120.16(A) and the State Public Defender for the year 1993:

Kirkersville	Newark	Heath	Utica
✓ Buckeye Lake	Pataskala	Granville	Johnstown

Contracts on file in Commissioners Office.

*R. Leindecker Passed 6-0
G. Holmes*

ORDINANCE OR RESOLUTION NUMBER: 91-05

INTRODUCED BY: _____

MOTION TO SUSPEND RULES: _____ SECOND _____

	<u>AYES</u>	<u>NAYES</u>
JAMIE BRAIG WILSON	_____	_____
LARRY ESSEX	_____	_____
WILLIAM FORD	_____	_____
GRAYCE HOLMES	_____	_____
RICHARD LEINDECKER	_____	_____
ROBERT WILSON	_____	_____

TOTAL: _____
MOTION TO ADOPT J. Holmes SECOND J. Wilson

	<u>AYES</u>	<u>NAYES</u>
JAMIE BRAIG WILSON	✓ ✓	_____
LARRY ESSEX	✓ ✓	_____
WILLIAM FORD	_____	_____
GRAYCE HOLMES	✓ ✓	_____
RICHARD LEINDECKER	✓ ✓	_____
ROBERT WILSON	✓ ✓	_____
<i>Judy Johnson</i>	✓ ✓	_____
TOTAL:	6 6	0

DATE POSTING BEGAN 2/26/91
EFFECTIVE DATE 2/25/91

CERTIFICATION

I hereby certify the above to be an accurate account of the action of Council on the above matter.

The undersigned, Clerk/Treasurer of the Village of _____ Ohio, hereby certifies that this Res. 91-05 was posted pursuant to Section 731.25 of the Ohio Code posted in at least six (6) designated public places of February, 1991 until the 13 day of March 1991.
Antoinette Johnson
CLERK/TREASURER OF THE VILLAGE OF BUCKEYE LAKE, OHIO