

Resolution
12-10-2024

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between the Champaign County Board of County Commissioners (the "County") and the Village of North Lewisburg (the "Village").

WHEREAS, the Village recognizes its responsibility under the laws of the State of Ohio and the United States of America to provide legal counsel to indigent persons charged with a violation of a village ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and;

WHEREAS, the County has created an appointed counsel system for this municipality whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and;

WHEREAS, the County Commissioners, pursuant to Ohio Revised Code §120.33 and Ohio Administrative Code §120-1-09, may by resolution enter into a contract with a village to provide effective representation of indigent persons under which the village shall reimburse the county for counsel appointed to represent indigent persons charged with a violation of an ordinance of the village, and;

WHEREAS, the County has established a schedule of fees on an hourly basis to be paid to counsel for legal services provided hereunder, and;

WHEREAS, this Agreement has been authorized by Ordinance No. 17 of the Village Council of the Village of North Lewisburg passed on the 10th day of December, 24, and by Resolution of the Champaign County Board of County Commissioners passed on _____, 2024. Resolution 12-10-2024

NOW, THEREFORE, in consideration of the mutual promises contained herein, intending to be legally bound, the parties agree as follows:

1. The Village and County agree that the judge of the municipal court may assign, by journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons in the Municipal 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 a criminal offense or act which is a violation of a village ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
2. Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender Commission and the State Public Defender pursuant to Ohio Revised Code §120.03, §120.05 and Ohio Administrative Code §120-1-03. 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.

3. A major purpose of this Agreement is to enable the Village to obtain partial reimbursement from the Ohio Public Defender Commission of attorney fees and expenses for counsel appointed in the Municipal Court for indigent persons charged with the commission of a criminal offense or act which is a violation of village ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this Agreement shall be resolved in favor of obtaining this result.
4. The Village agrees to reimburse the County for that portion of the costs not reimbursed by the State of Ohio for providing counsel to indigent persons charged with the commission of an offense or act which is a violation of village ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
5. Payment by the Village for representation of such indigent persons in the Municipal Court shall not exceed the fee schedule in effect and adopted by the Champaign County Board of County Commissioners.
6. The duration of this Agreement shall be for the term of one year commencing on January 1, 2025 and ending on December 31, 2025.
7. If either the County or the Village 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 have the right to terminate this Agreement by giving thirty days written notice of such 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.
8. This Agreement may only be amended by written agreement signed by the parties and made a part hereof.
9. There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against the application for such employment because of race, color, religion, sex, age, handicap 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. The County shall insert a similar provision in any subcontract for services covered by this Agreement.
10. 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 and 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____, 20__.

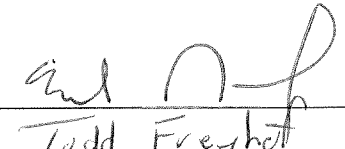
BOARD OF COUNTY COMMISSIONERS
OF CHAMPAIGN COUNTY

Witness by _____
_____ by _____
_____ by _____

VILLAGE OF NORTH LEWISBURG, OHIO

Attest

Clerk

by 
Todd Freybet
Administrator

APPROVED AS TO FORM:

Champaign County Prosecuting Attorney