

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH FULTON COUNTY COMMISSIONERS TO PROVIDE FOR INDIGENT LEGAL SERVICES IN FULTON COUNTY EASTERN DISTRICT COURT AND DECLARING AN EMERGENCY

BE IT ORDAINED, by the Council of the Village of Swanton, Ohio, two-thirds (2/3) of the members elected thereto concurring and as follows:

Section One. That the Village Administrator is hereby authorized and empowered to enter into an agreement with the Fulton County Commissioners to provide for indigent legal services in Fulton County Eastern District Court from January 1, 2025, to December 31, 2025.

Section Two. That it is found and determined that all formal actions of this Village Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Village Council, and that all deliberations of this Village Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section Three. That this ordinance shall be declared an emergency measure necessary for the immediate preservation of public health, safety and welfare of the Village of Swanton and shall be in full force and effective immediately upon passage.


Motion to Suspend the Rules and Declare and Emergency

Moved: Kania Second: Schmidt YEAS: 6 NAYS: 0

Vote on Passage

Moved: Kania Second: Schmidt YEAS: 6 NAYS: 0


Date of Passage: October 15, 2024



Neil Toeppe, Mayor

Attest:

I, Holden Benfield, Fiscal Officer of the Village of Swanton, do hereby certify that this is a true and accurate copy of Ordinance 2024-14 passed on October 15, 2024



Holden Benfield, Fiscal Officer

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN COUNTY COURT
(ASSIGNED COUNSEL)**

This Agreement is entered into by and between the Fulton County Board of Commissioners, with a mailing address of 152 South Fulton Street, Wauseon, Ohio 43567 (hereinafter referred to as the "BOARD" or "COUNTY"), and the Village of Swanton with a mailing address of 219 Chestnut Street, Swanton, Ohio 43558, (hereinafter referred to as the "MUNICIPALITY" or "MUNICIPALITY").

WHEREAS, the MUNICIPALITY 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 municipal ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the BOARD has adopted a program for this municipality whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and

WHEREAS, the BOARD pursuant to Ohio Revised Code 120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code 120.33 and 120.35, and

WHEREAS, this Agreement has been authorized by the MUNICIPALITY by Resolution/Ordinance # 2024-14, passed by the MUNICIPALITY Council on October 15, 2024, and by Resolution # _____, passed by the BOARD on _____.

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

1. REPRESENTATION

- 1.1. The MUNICIPALITY and COUNTY agree that the Judge of Fulton County Municipal Court, Swanton Branch, hereinafter referred to as the "COUNTY COURT" or "COURT" may assign by journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons in County 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 an offense or act which is a violation of a municipal ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2. Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code 120.03 and Ohio Administrative Code 120-1-03.

2. COMPENSATION

- 2.1. Pursuant to Ohio Revised Code 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the COURT, to represent indigent persons charged with violations of the ordinances of the MUNICIPALITY which carry the potential for incarceration. In consideration of the County paying all indigent defense expenses as stated above, the County shall keep any and all reimbursements from any source including but not limited to the Office of the State of Ohio Public Defender.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1. In accordance with Ohio Administrative Code 120-1-09(B), the term of this agreement shall be for one (1) year, January 1, 2025 to December 31, 2025, and may be renewed for additional year terms. This Agreement may be renewed for additional one (1) year terms upon proper resolution consenting to the one year extension and conditioned upon proper appropriation of funding by the respective party's legislative authority. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad St., Suite 1400, Columbus, Ohio 43215.
- 3.2. If the COUNTY or MUNICIPALITY 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 hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said 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.

3.3. Written notice shall be considered furnished when it is sent by certified mail, return receipt requested or is hand delivered.

3.4. This agreement is canceled with thirty (30) day written notice from either party.

4. TERMS OF AGREEMENT

4.1. Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.

4.2. As soon as is reasonably practical after a case is finally disposed of by the COURT, the COURT shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case. In only exceptional circumstances shall the court approve attorney's fees in excess of the schedule established by the COUNTY.

4.3. After approval, 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 120.33.

4.4. 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, creed, color, religion, sex, age, handicap, disability, military status 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.

4.5. 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 any 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.

4.6. All rules, standards and guidelines issued by the Ohio Public Defender Commission and the Ohio Public Defender will be followed.

5. MODIFICATION

5.1. This contract may not be amended orally.

5.2. This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

VILLAGE OF SWANTON

THE FULTON COUNTY BOARD OF COMMISSIONERS

Sharon Shuteis 10/15/24
MUNICIPALITY DATE

BOARD PRESIDENT DATE

Art Joyce 10/16/24
MUNICIPALITY DATE

VICE PRESIDENT DATE

Hadden Bechtold 10/16/24
MUNICIPALITY DATE

COMMISSIONER DATE

Approved by:

Timothy Young DATE
Ohio Public Defender

RESOLUTION 2024-845

In the Matter of Resolution to Enter Into Contract) Office of County Commissioners
2024-114 with Village of Swanton for Indigent Defense) Fulton County, Ohio
Services) November 7, 2024

The Board of County Commissioners of Fulton County, Ohio met in regular session pursuant to notice, November 7, 2024, at 152 South Fulton Street, Wauseon, Ohio, with the following members present:

Jeff Rupp
Joe Short
Jon Rupp

Commissioner Joe Short moved for the adoption of the following resolution:

WHEREAS, the Board of Commissioners has adopted a program for municipalities whereby individual attorneys are assigned on a case by case basis for indigent citizens and others so situated; and

WHEREAS, the Board, pursuant to Ohio Revised Code §120.33, may enter into contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation; and

WHEREAS, a contract has been drafted in accordance with the Ohio Administrative Code 120-1-09 and each party thereto, respectively, agrees to enter into said agreement and to follow the Ohio Public Defender Commission standards and guidelines and the limits of the county Maximum Fee Schedule for Appointed Counsel in order for the County to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.33 and §120.35; and

WHEREAS, the Villages of Swanton has authorized an agreement with the Fulton County Board of Commissioners by Ordinance 2024-14 passed heretofore by Village for the services described therein; and

THEREFORE, BE IT RESOLVED that the Fulton County Board of Commissioners hereby enters into Contract 2024-114 with the Village of Swanton for the reimbursement of court appointed counsel fees for indigent persons charged with a violation of an ordinance of their municipal corporation according to the terms and conditions described therein:

BE IT FURTHER RESOLVED, that it is found and determined that all formal actions of this Board of County Commissioners, County of Fulton, State of Ohio concerning the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Commissioner Jeff Rupp seconded the resolution and upon calling the roll, the following vote was taken:

Table with 3 columns: Voting Aye thereon, Voting Nay thereon, Abstain. Rows for Jeff Rupp, Joe Short, and Jon Rupp.

BOARD OF COUNTY COMMISSIONERS
FULTON COUNTY, OHIO

Attest: Jessica Schuette, Clerk

**AGREEMENT FOR INDIGENT DEFENSE SERVICES
IN COUNTY COURT
(ASSIGNED COUNSEL)**

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WHEREAS, the MUNICIPALITY 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 municipal ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, the BOARD has adopted a program for this municipality whereby individual attorneys are assigned on a case by case basis for indigent defendants who qualify, and

WHEREAS, the BOARD pursuant to Ohio Revised Code 120.33 may enter into a contract with a municipal corporation under which the municipal corporation shall reimburse the County for counsel appointed to represent indigent persons charged with a violation of an ordinance of the municipal corporation, and

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the limits of the County Maximum Fee Schedule for Appointed Counsel in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code 120.33 and 120.35, and

WHEREAS, this Agreement has been authorized by the MUNICIPALITY by Resolution/Ordinance # 2024-14, passed by the MUNICIPALITY Council on October 15, 2024, and by Resolution # _____, passed by the BOARD on _____.

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

1. REPRESENTATION

- 1.1. The MUNICIPALITY and COUNTY agree that the Judge of Fulton County Municipal Court, Swanton Branch, hereinafter referred to as the "COUNTY COURT" or "COURT" may assign by Journal entry, recorded on the Court Docket, appointed counsel to represent indigent persons in County 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 an offense or act which is a violation of a municipal ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2. Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code 120.03 and Ohio Administrative Code 120-1-03.

2. COMPENSATION

- 2.1. Pursuant to Ohio Revised Code 120.33 and aforesaid resolutions, the COUNTY shall pay all legal fees and expenses to counsel duly appointed by the COURT, to represent indigent persons charged with violations of the ordinances of the MUNICIPALITY which carry the potential for incarceration. In consideration of the County paying all indigent defense expenses as stated above, the County shall keep any and all reimbursements from any source including but not limited to the Office of the State of Ohio Public Defender.

3. DURATION OF CONTRACT AND TERMINATION

- 3.1. In accordance with Ohio Administrative Code 120-1-09(B), the term of this agreement shall be for one (1) year, January 1, 2025 to December 31, 2025, and may be renewed for additional year terms. This Agreement may be renewed for additional one (1) year terms upon proper resolution consenting to the one year extension and conditioned upon proper appropriation of funding by the respective party's legislative authority. Copies of the resolutions are to be sent to the Ohio Public Defender, 250 East Broad St., Suite 1400, Columbus, Ohio 43215.
- 3.2. If the COUNTY or MUNICIPALITY 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 hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said 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.

3.3. Written notice shall be considered furnished when it is sent by certified mail, return receipt requested or is hand delivered.

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4.1. Indigency and client eligibility for representation under this agreement shall be determined in conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.

4.2. As soon as is reasonably practical after a case is finally disposed of by the COURT, the COURT shall approve counsel fees in accordance with the standards of indigency, which fees shall not be taxed as part of the costs of the case. In only exceptional circumstances shall the court approve attorney's fees in excess of the schedule established by the COUNTY.

4.3. After approval, 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 120.33.

4.4. 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, creed, color, religion, sex, age, handicap, disability, military status 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.

4.5. 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 any 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.

4.6. All rules, standards and guidelines issued by the Ohio Public Defender Commission and the Ohio Public Defender will be followed.

5. MODIFICATION

5.1. This contract may not be amended orally.

5.2. This contract may be amended only by written addendum, signed and executed by the parties named herein, or their successors.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

VILLAGE OF SWANTON

Sharon Suter 10/15/24
MUNICIPALITY DATE

Tim Joyce 10/16/24
MUNICIPALITY DATE

Holden Berwick 10/16/24
MUNICIPALITY DATE

THE FULTON COUNTY BOARD OF COMMISSIONERS

[Signature] 11-7-2024
BOARD PRESIDENT DATE

[Signature] 11-7-2024
VICE PRESIDENT DATE

[Signature] 11-7-2024
COMMISSIONER DATE

Approved by:

Timothy Young DATE
Ohio Public Defender

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH FULTON COUNTY COMMISSIONERS TO PROVIDE FOR INDIGENT LEGAL SERVICES IN FULTON COUNTY EASTERN DISTRICT COURT AND DECLARING AN EMERGENCY

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Section Two. That it is found and determined that all formal actions of this Village Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Village Council, and that all deliberations of this Village Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section Three. That this ordinance shall be declared an emergency measure necessary for the immediate preservation of public health, safety and welfare of the Village of Swanton and shall be in full force and effective immediately upon passage.

Motion to Suspend the Rules and Declare and Emergency

Moved: Kania Second: Schmidt YEAS: 6 NAYS: 0

Vote on Passage


Moved: Kania Second: Schmidt YEAS: 6 NAYS: 0

Date of Passage: October 15, 2024


Neil Toeppe, Mayor

Attest:

I, Holden Benfield, Fiscal Officer of the Village of Swanton, do hereby certify that this is a true and accurate copy of Ordinance 2024-14 passed on October 15, 2024


Holden Benfield, Fiscal Officer