

**RESOLUTION NO. R4-2009**

**A RESOLUTION AUTHORIZING JOSEPH J. DENEN, CITY MANAGER OF THE CITY OF WASHINGTON COURT HOUSE TO ENTER INTO AN AGREEMENT WITH THE FAYETTE COUNTY COMMISSIONERS TO PROVIDE LEGAL COUNSEL FOR INDIGENT PERSONS.**

**WHEREAS,** The City Council of the City of Washington Court House recognizes said City Council's responsibilities under the laws of the State of Ohio to provide for the legal defense of indigent persons; and

**WHEREAS,** the City Council after due consultation with the Administration considers the execution of an agreement with the Fayette County Commissioners for the purpose of providing said services to persons so situated advisable and prudent.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WASHINGTON COURT HOUSE, FAYETTE COUNTY, OHIO AS FOLLOWS:**

**SECTION 1.** That Joseph J. Denen, City Manager is authorized and empowered to enter the City of Washington Court House into an agreement with the Fayette County Commissioners for the provision of indigent legal services.

**SECTION 2.** That the agreement between the City of Washington Court House and the Fayette County Commissioners, concerning indigent legal services shall in all material respects resemble "Exhibit A" herein attached and made a part hereof.

**SECTION 3.** That this Resolution shall take effect and be in full force from and after the earliest date permitted by law.

ADOPTED: February 25, 2009

B. J. Kelly  
CHAIRPERSON OF COUNCIL

ATTEST:

Zeena M. Keaton  
CLERK OF COUNCIL

APPROVED AS TO FORM:

W. J. Pittel  
CITY ATTORNEY

## AMENDED AGREEMENT

It was moved by Mr. DeWeese and seconded by Mr. Anderson to adopt the following amended agreement:

THIS AMENDED AGREEMENT entered into between the Fayette County Commissioners, hereinafter called the "Commission" and the City of Washington Court House, Ohio, hereinafter called the "City".

WHEREAS, the City 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 loss of liberty offenses in its Municipal Court, and

WHEREAS, the City in furtherance of the execution of its legal responsibilities, desires that the legal services be delivered to the City's indigent citizens and others so situated, and

WHEREAS, this Amended Agreement has been authorized by Resolution No. 4-2009, passed by the Washington City Council on February 25, 2009, and by Resolution No. - passed by the Board of Commissioners of Fayette County on January 12, 2009.

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

1. The City shall pay to the Commission, an amount of not less than Two Thousand Dollars (\$2,000.00) to initially fund the account for the current calendar year for the payment of counsel fees upon receipt of said funds from the City. It is agreed that as payments are made from said account by the Commission, the City, when appropriate, shall supplement said account upon the need for further funds by the Commission and upon request to the City, with such payments being made forthwith.
2. The County shall promptly pay over to the City any reimbursement received from the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this Agreement.
3. Counsel appointed for representation in Municipal Court shall be paid according to the schedule promulgated by the County under Section 120.33 of the Ohio Revised Code.
4. The duration of this agreement shall be for one (1) year commencing on January 1, 2009, and shall terminate on December 31, 2009.
5. The Commission shall not assign all or any part of this Agreement without the prior written consent of the City; which consent shall not be unreasonably withheld.
6. If the Commission shall fail to fulfill in reasonable, timely 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 City shall thereupon have the right to terminate this Agreement by giving written notice to the Commission of such termination and specifying an effective date thereon at least thirty (30) days before the effective date of said termination. Termination by the City 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 this Commission.

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

8. 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 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, layoff 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.

9. Indigency will 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.

10. Commission covenants that it presently has no interest and shall not acquire any interest, direct or 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 25<sup>th</sup> day of February, 2009.

WITNESSES:

Judy Rambo  
Reggie Dye

FAYETTE COUNTY COMMISSIONERS

\_\_\_\_\_  
Tory Anderson  
Jack DeWiese

ATTEST:

Kooley Rossiter

CITY OF WASHINGTON

Joseph D.