

ORDINANCE NO. 2008 - 120

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WARREN COUNTY COMMISSIONERS REGARDING MASON MUNICIPAL COURT PUBLIC DEFENDER

WHEREAS, Warren County and the City of Mason recognize their 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 a violation of a municipal ordinance for which the penalty or any possible adjudication includes the potential loss of liberty in Mason Municipal Court; and

WHEREAS, the Mason Municipal Court maintains a list of Public Defenders who are willing to provide those needed legal services to the County's indigent citizens; and

WHEREAS, the Ohio Public Defenders Office has requested a cooperative agreement between the City of Mason and Warren County regarding public defender expenditures.

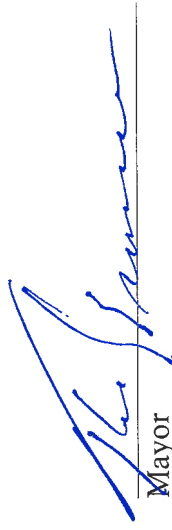
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, six members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into an agreement substantially in the from of the Agreement attached hereto as Exhibit "A".

Section 2. That the City Manager is authorized to execute other documents necessary to fulfill the terms of the Agreement.


Section 3. That this ordinance shall go into effect and be in force from and after the earliest period allowed by law.

Passed this 10th day of November, 2008.



Mayor

Attest:



Clerk of Council

CERTIFICATE

The undersigned, Clerk of Council of the City of Mason, hereby certifies this to be a true and exact copy of Ordinance 2008-____, adopted by the Council of the City of Mason on _____, 2008.

Clerk of Council

PUBLIC DEFENDER AGREEMENT

This Agreement entered into between the Warren County Commissioners (County) and the City of Mason, Ohio (City).

WHEREAS, County 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 a violation of a municipal ordinance for which the penalty or any possible adjudication includes the potential loss of liberty in Mason Municipal Court; and

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

WHEREAS Mason Municipal Court maintains a list of Public Defenders who are willing to provide the aforesaid legal services to the County's indigent citizens and others so situated; and,

WHEREAS, this Agreement has been authorized by Ordinance No. _____, passed by the Mason City Council on _____, 200____, and by Resolution No. _____, passed by the Warren County Board of Commissioners on _____, 200____,

NOW THEREFORE, the parties agree as follows:

1. Mason Municipal Court shall maintain a list of Public Defenders who will comply with the rules promulgated by the Ohio Public Defender Commission. The Public Defender will provide legal counsel to indigent persons charged with violation of a municipal ordinance for which the penalty or any possible adjudication includes the potential loss of liberty in the Mason Municipal Court. The Public Defender shall promptly complete all necessary reports within thirty days of final disposition of each case and forward same to the Mason Municipal Court who will then forward all appropriate documents to the Warren County Auditor in order that the County may secure the appropriate reimbursement from the Ohio Public Defender Commission.
2. For each case handled by the Public Defender, the County shall pay to the Court appointed Public Defender the fee as established by the County for assigned defense counsel promulgated under Section 120.33 of the Ohio Revised Code. Payment shall not be made to the Court appointed Public Defender until the County has received all necessary documentation from the Court to permit County to secure the appropriate percentage reimbursement from the Ohio Public Defender Commission.
3. The amount established in the 2008 Annual Appropriation to be paid by the County to the Court appointed Public Defender shall not exceed \$129,678 per year during the term of this Agreement unless otherwise agreed in writing by the parties.
4. The term of this Agreement shall begin January 1, 2008, and the duration of this Agreement shall be for one year, provided, however, that either party may terminate this agreement by giving 30 days written notice to the other. Termination by either party 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 other party.
5. Neither the County or the City shall assign their respective rights under this agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
6. All amendments to this agreement agreed upon by the parties shall be in writing and made a part of this agreement.
7. There shall be no discrimination against any person who is appointed in the work covered by this agreement or against any application for such appointment because of race, color, religion, sex, or national origin. This provision shall apply to, but not be limited to, appointment, recruitment or recruitment advertising. The City shall insert a similar provision in any subcontract for services covered by this agreement.

8. The County and the City covenants that it presently has no interest and it shall not acquire any interest, direct or indirect, which would conflict in any manner with their performances of services required under this agreement. No members of, nor delegates to, the Congress of the United State of America, and no resident commission nor city official shall share in any part thereof or any benefits arising herefrom.
9. 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 State Public Defender, pursuant to Ohio Revised Section 120.03 and Ohio Administrative Code Section 120-1-03.

IN WITNESS WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed on the date stated below by the Warren County Board of Commissioners pursuant to Resolution No. _____ dated _____, 200_____.

WARREN COUNTY COMMISSIONERS

ATTEST:

Date

IN WITNESS WHEREOF, the City of Mason has caused this Agreement to be executed on the date stated below by _____, its _____.


CITY OF MASON

Witness:

Date

APPROVED AS TO FORM:

Rachel Hutzel, Prosecutor Attorney
Warren County, Ohio

BY  _____
Keith Anderson, Asst. Prosecutor

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