

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

This Agreement is entered into by and between the Muskingum County Commissioners, with a mailing address of 401 Main Street, Zanesville, Ohio 43701, (hereinafter referred to as the "COUNTY"), and the City of Zanesville, with a mailing address of 401 Market Street, Zanesville, Ohio, (hereinafter referred to as the "CITY").

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

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

WHEREAS, the COUNTY 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 pay the CITY its appropriate share, and

WHEREAS, this Agreement has been authorized by the CITY by Ord. # 19-____ passed by the Zanesville City Council on _____, and by Resolution # _____, passed by the Board of County Commissioners of Muskingum COUNTY on _____.

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

1. REPRESENTATION

- 1.1 The CITY 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 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 an offense or act which is a violation of a CITY ordinance or a misdemeanor violation of the Ohio Revised Code committed within the jurisdiction of Zanesville Municipal Court 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. 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.

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 Municipal Court of Zanesville, Ohio, to represent indigent persons charged with violations of the ordinances of the CITY and misdemeanor violations of the Ohio Revised Code committed within the jurisdiction of Zanesville Municipal Court.

- 2.2 Payment by the CITY for representation of indigent persons may be by contractual amount or a fee schedule, however in either event such payment shall not exceed the fee schedule in effect and adopted by the COUNTY, except in exceptional circumstances.
- 2.3 CITY agrees to reimburse the COUNTY for all legal fees and expenses which are paid by the COUNTY according to 2.1 above within thirty (30) days of receipt of an invoice for such fees and expenses.
- 2.4 The COUNTY shall promptly pay over to the CITY any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts expended pursuant to this agreement, within thirty (30) days of receipt of said reimbursement.

3. DURATION OF CONTRACT and TERMINATION

- 3.1 The term of this agreement shall be for one year, January 1, 2020 to December 31, 2020.
- 3.2 If the COUNTY or CITY 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 automatically canceled, without requirement of notice, if any payment required by Section 2.3 of this agreement is not made within thirty (30) days from the date on which it is due.

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 Municipal Court, the Court shall approve counsel fees in accordance with the COUNTY'S fee schedule of assigned counsel caps and hourly rates, 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 Recognizing that the requests for reimbursements must be received by the State Public Defender within ninety (90) days of the end of the calendar month in which a case is finally disposed of by the Court, the Zanesville Municipal Court Clerk shall promptly notify the COUNTY of the fees which have been approved.
- 4.4 After approval, the Muskingum County Auditor shall thereafter, process the fees and expenses approved by the Municipal Court in accordance with the procedure set forth in Ohio Revised Code §120.33.
- 4.5 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, 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.

4.6 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.

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.

6. PARTICIPATION IN RECOUPMENT PROGRAM

The Parties agree to participate in a recoupment program for partially indigent defendants' counsel fees as provided in Ohio Administrative Code 120-1-05 and 120-1-03(J).

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

County Commissioner Date

City Date

County Commissioner Date

County Commissioner Date

Approved by:

Timothy Young Date
Ohio Public Defender

#220232

**ORDINANCE NO. 19 – 116
INTRODUCED BY COUNCIL**

AN ORDINANCE AUTHORIZING THE PROPER CITY OFFICIAL TO APPLY FOR AND ACCEPT GRANT FUNDING THROUGH THE FEDERAL AVIATION ADMINISTRATION AND THE OHIO DEPARTMENT OF TRANSPORTATION OFFICE OF AVIATION FOR FISCAL YEAR 2020.

WHEREAS, the City is eligible for funding through the Federal Aviation Administration (FAA) and the Ohio Department of Transportation: Office of Aviation (ODOT) for the Fiscal Year 2020 grant program; and

WHEREAS, the City is interested in applying for said grant funds for the purposes of improving the Airport through the wildlife habitat (Tree) removal, Runway 4 obstruction (Tree) removal, and Runway 4/22 Crack Sealing projects. These projects are listed on the City of Zanesville's ten-year Airport Improvement Program list, which is a requirement of the FAA; and

WHEREAS, these projects will provide improvements to Runway 4 and the southern area of the airport; and

WHEREAS, the FAA requires the grant application to be submitted by December 1, 2019.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Zanesville, State of Ohio, that:

SECTION ONE: The proper city official is hereby authorized to apply to the Federal Aviation Administration and the Ohio Department of Transportation: Office of Aviation for FY 2020 Airport Improvement grant funding, accept said grant funding if awarded, and execute all associated contract documents for the Airport Wildlife Habitat Removal, Runway 4 Obstruction Removal, and Runway 4/22 Crack Sealing projects.

SECTION TWO: The total costs for the three projects are estimated to be \$211,668. The funds for said projects shall be paid from the following sources in the estimated amounts:

FAA Grant	\$190,500
ODOT Grant	\$ 10,584
City of Zanesville	\$ 10,584

SECTION THREE: This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2019

ATTEST:

Susan Culbertson
Clerk of Council

Daniel M. Vincent
President of Council

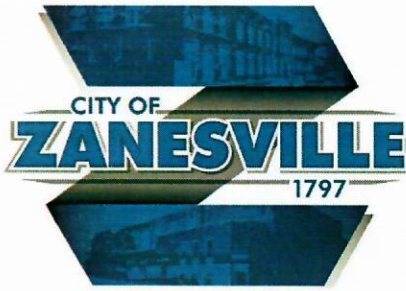
APPROVED: _____, 2019

Jeff Tilton
Mayor

**THIS LEGISLATION APPROVED
AS TO FORM**



Law Director's Office



Council-Mayor Government
Jeff Tilton, Mayor

The City of Zanesville

401 Market Street, Zanesville, Ohio 43701
Phone: (740) 617-4910
Email: jay.bennett@coz.org

Department of Public Service
Jay D. Bennett, Director

TO: Members of City Council

FROM: Jay D. Bennett, Public Service Director 

DATE: October 9, 2019

RE: Airport Ordinance – FAA/ODOT FY 2020 Grant Funding – Request to Waive Readings

The deadline to submit FAA grant applications for FY 2020 is December 1, 2019.

Therefore, I ask City Council consideration of waiving the ordinance readings at your meeting scheduled for October 28, 2019. This will allow City Council and the public time to review the ordinance and still have the legislation passed ahead of the application deadline.

The request is made resulting from a later than usual City conference with Federal Aviation Administration officials for the annual grant pre-application meeting. Typically, this meeting is scheduled earlier.

Thank you for your consideration. Please feel free to contact me with any questions.